THE

North-China Herald.

OFFICIAL NOTIFICATION.—It is hereby notified that until further orders, the *North-China Herald* is to be considered the Official Organ of all Notifications proceeding from Her Majesty's Legation and Superintendency of Trade in China.

E. St. JOHN NEALE,
Secretary of Legation.

H. M.'s Legation, Shanghai, 22nd June, 1860.

Vol. XVII., No. 819. SHANGHAI, SATURDAY, APRIL 7th, 1866. Price, Taels 15 ₩ Annum.

NOTICES OF FIRMS.

NOTICE.—I have this day established myself at this port as *General & Commission Merchant and Public Tea Inspector*, under the style and firm of Overbeck & Co.

H. OVERBECK.

Hong Name, *Shun Fat* 發順

Office at Messrs. Maertens, Latham & Co.'s house.

31se 700 Shanghai, 15th March, 1866.

NOTICE.—I have this day established myself at Hankow as a *General Commission Merchant* under the firm of Alex. Downie & Co.

ALEX. DOWNIE.

tf 699 Hankow, 15th March, 1866.

NOTICE.

I have established myself at this port as *Merchant and Commission Agent*, under the firm of Wm. Remé & Co.

WILLIAM REMÉ.

5my 693 Shanghai, 1st Feb; 1866.

NOTICE.—I have taken the house in Hankow Road formerly occupied by Dr. Sibbald, and am doing business as a *Commission Agent & Broker.*,

WILLIAM CHURCH.

Wha-Loong 華隆

30ju 683 Shanghai, 1st January, 1866.

NOTICE.—The interest and responsibility of Mr. Thomas S. Odell in our Firm ceased on the 31st December, 1865; and Mr. Ernest Deacon has this day been admitted a partner.

DEACON & Co.

20ju 685 Canton, 1st January, 1866.

NOTICE.—The interest and responsibility of Mr. Craven Wilson in our Firm, both in Hankow and Chinkiang, terminated on the 15th instant.

CRAVEN WILSON & Co.

Shanghai, June 17th, 1865.

WITH reference to the above, the business hitherto conducted by Messrs. Craven Wilson & Co., at Chinkiang, will for the future be carried on under the style and Firm of

CHARLES HUDSON & Co.

tf 608 Shanghai, 17th June, 1865.

NOTICE.

THE Undersigned (in the absence of Mr. Albert Robinson, M. Inst., C. E.) having been appointed Agents for Messrs. Randolph, Elder & Co., Engineers and Shipbuilders, Glasgow, are prepared to give full particulars concerning the cost of Steamers, Steam Dredging Vessels, Screw Pile Wharves, &c., and to contract for same at home prices.

Plans, models, and specifications of the above can be seen on application.

GLOVER & Co.

tf 434 Shanghai, 18th May, 1864.

NOTICE.—During my absence from China, I have appointed Mr. D. L. Hunter of this port to act as my attorney; and I have to request that all communications from this date be addressed to him at the office of Messrs. Holliday, Wise & Co.

J. T. BRAND.

tf 664 Shanghai, 21st Oct., 1865.

NOTICE.—The Undersigned begs to announce that he has established himself at this port as *Tea Taster and Inspector*, and all orders confided to his care will receive his best attention.

J. OSBORNE.

tf 516 Shanghai, Sept. 8th, 1864.

NOTICE.—The business of the Undersigned as *Public Tea Inspector and Commission Agent* at this port will from this date be carried on under the style of Kinnear & Co.

W. B. KINNEAR.

tf 567 Foochow, Jan. 1st, 1865.

NOTICE.—I have this day established myself as *Public Tea Inspector* at this Port.

ALEXANDER COCK.

Office,—*Laou-Hokee-Hong.*

tf 635 Shanghai, Sept. 1st, 1865.

NOTICE.

WE have established a branch of our Firm at Chefoo, and Mr. J. D. Thorburn will sign our Firm per procuration at that place.

MEADOWS & Co.

tf 297 Tientsin, 2nd November, 1863.

JOHN POOK.

COMMISSION AGENT,
4, Lime Street Square,
London, E.C.

tf

FOR SALE.

FOR SALE.

St. Julien Claret, (Barton & Guestier's) 1-doz. cases,	Tls. 8.00
Medoc, (do. do.)	„ 5.00
Finest Cognac Brandy, (do. do.)	„ 10.00
Sherry, (Ysasis,)	„ 8.00
Cognac, (Gledstanes Coningham,)	„ 8.00
„ „ „ „	„ 6.00
Port „ „ „	„ 8.00
„ „ „ „	„ 7.00
Sherry „ „ „	„ 8.00
Champagne,	„ 12.00
Soda Water, (Schweppe's,)	Tls. 1.25
Nassau Seltzer Water,	„ 2.00

CHAPMAN, KING & Co.

tf 223 Shanghai, 1st August, 1865.

INSURANCES.

ROYAL INSURANCE COMPANY OF LIVERPOOL.

Capital £2,000,000 Sterling.

THE undersigned having been appointed Agents at this Port for the above Company, are prepared to grant Policies against Fire on Buildings of European construction or their contents, at current rates of Premium.

WILSON CORNABÉ & Co.

20ap 687 Chefoo, 1st January, 1866.

NORWICH UNION FIRE-INSURANCE SOCIETY.

Established 1821.

EXISTING INSURANCES UPWARDS of 75 MILLIONS PREMIUMS MODERATE. Settlements of Losses prompt and liberal. No charge for Policies.

Agent at Shanghai,

F. R. GAMWELL.

23ju-66 666 Shanghai, Dec. 23rd, 1865.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.

Incorporated by Royal Charter and Act of Parliament.

Established 1809.

Capital £2,000,000.

THE Undersigned have been appointed Agents at this Port, Kiukiang, and Hankow for the above Company, and are prepared to accept risks against Fire at each place, on the customary conditions.

For further particulars apply to

GILMAN & Co.

tf 417 Shanghai, 23rd April, 1864.

PHŒNIX FIRE INSURANCE COMPANY.

THE Undersigned are prepared to grant Policies in this Office on the usual terms and conditions to the extent of £10,000, on any one Building with its contents, or to the extent of £30,000 on three or more separate buildings in the same occupancy.

SMITH, KENNEDY & Co.

tf Shanghai, 25th February, 1859.

PHŒNIX FIRE INSURANCE COMPANY.

THE Undersigned are now prepared to grant Policies in this Office on the usual terms and conditions to the extent of Shanghai Taels 15,000 on the contents of any one building situated on the British Concession at Tzechuhlin, Tientsin.

SMITH, KENNEDY & Co.

tf Shanghai, 25th August, 1862.

NETHERLANDS INDIAN MARINE AND FIRE-INSURANCE COMPANY OF BATAVIA.

THE Undersigned having been appointed Agents for the Company in China, are prepared to grant Insurance on Ordinary Marine Risks to Europe, United States, India, the Straits, Java, or the Colonies, at the Rates of Premium current with the Local Offices. *Policies payable in* London, Hongkong, Singapore, Penang, and Batavia.

TURNER & Co.

tf Shanghai, 13th February, 1857.

"HAMBURG—BREMEN FIRE INSURANCE COMPANY."

THE Undersigned having been appointed Agents in China for the above named Company are prepared to grant Policies against Fire at Shanghai to the extent of £10,000,—on one risk, as under:

1,—On Buildings or on their contents.

2,—On Ships, lying in port, or on their contents.

For farther particulars apply to

Wm. PUSTAU & Co.,
Agents in Shanghai.

tf Shanghai, 1st December, 1858.

THE NORTHERN ASSURANCE COMPANY.

Capital £1,259,760 Stg.

THE Undersigned, Agents for the above Company, are prepared to grant Insurances against Fire to the extent of £10,000 Stg. on any one Building, or on its contents.

For Terms, &c., apply to

TURNER & Co.

tf Shanghai, 3rd February, 1862.

NOTICE.

LIVERPOOL AND LONDON AND GLOBE FIRE INSURANCE COMPANY.

THE Undersigned is authorized to grant Policies against Fire on Buildings or their Contents to the extent of £20,000 at this Port, Hankow, Kiukiang and Tientsin.

C. RYLEY

31de-66 325 Shanghai, 14th Feb., 1866.

INSURANCES.

ROYAL INSURANCE COMPANY OF LIVERPOOL.

CAPITAL—TWO MILLIONS STERLING INCOME—THREE HUNDRED THOUSAND POUNDS PER ANNUM.

TRUSTEES:

John Shaw Leigh, Esq. | John Naylor, Esq.

Charles Turner, Esq., *Chairman.*

Ralph Brocklebank, Esq., *Deputy Chairman.*

THE Company is now prepared to grant Policies to the extent of £15,000 on any one Building of European construction or its contents, and to accept Chinese risks to the extent of £8,000 in any locality within the Settlement.

Premiums are payable in drafts at 30 days sight (favor of Percy M. Dove, Esq.)

BOWER, HANBURY & Co.,
Agents for Shanghai.

tf 295 Shanghai, 21st Nov., 1863.

LONDON AND LANCASHIRE FIRE AND LIFE INSURANCE COMPANIES.

THE Undersigned having been appointed Agents for the above named Company at Shanghai and Hankow, are prepared to grant policies against fire on the usual terms on any one building or its contents, as also on blocks of Chinese buildings.

For terms apply to

TRAUTMANN & Co.

11fe-67 576 Shanghai, 2nd June, 1864.

THE LONDON AND ORIENTAL STEAM TRANSIT INSURANCE OFFICE.

137, Leadenhall Street, London.

JAMES HARTLEY & Co., *Managers.*

Established 1843.

THE Undersigned having been appointed Agents at Nagasaki for the above office are prepared to accept risks by first class steamers.

GLOVER & Co.

8jy-66 465 Nagasaki, 1st July, 1864.

NORTHERN ASSURANCE COMPANY.

THE Undersigned have been authorised to Grant Policies against Fire on buildings owned by Europeans and in the occupation of Chinese, provided such buildings are of first class construction and situated in the Foreign Settlement.

TURNER & Co.

tf Shanghai, 9th April, 1862.

IMPERIAL FIRE INSURANCE COMPANY.

THE Undersigned having been appointed Agents for the above named Company, at this Port are prepared to grant Policies against Fire to the extent of £10,000 on Buildings or on Goods stored thereon.

GIBB, LIVINGSTON & Co.

tf Shanghai, 15th September, 1858.

NORTH-CHINA INSURANCE COMPANY.

THE undersigned, as Agents for the above Company, accept Risks on produce shipped from this Port to Shanghai, Amoy, Foochow, Swatow and Hongkong.

MAITLAND, BUSH & Co.
Hong name—Wha-kee.

tf 370 Newchwang, January 1864.

China Fire Insurance Company.

Subscribed Capital Tls. 2,000,000

In 400 Shares, of Taels 5,000 each

Paid up Capital Taels 200,000.

Directors.

George Tyson, Esq., (Messrs. Russell & Co.) *Chairman.*

F. Porter, Esq., (Messrs. Gibb Livingston & Co.)

J. Thorne, Esq. (Messrs. Thorne Bros. & Co.)

A. J. How, Esq., (Messrs. Johnson & Co.)

F. H. Bell, Esq., (Messrs. W. R. Adamson & Co.)

E. Iveson, Esq., (Messrs. Bower, Hanbury & Co.)

AGENCIES are established at the several Ports in China and Japan.

F. E. GWYN,—*Actg. Secretary.*

tf 320 Shanghai, 28th Nov., 1865

THE LANCASHIRE INSURANCE COMPANY.

THE undersigned are prepared to grant Policies of Insurance on any one Building with its contents, to the extent of £5,000.

W. R. ADAMSON & Co.

tf 619 Shanghai, 10th July, 1865.

INSURANCES.

PHŒNIX FIRE ASSURANCE COMPANY.

LONDON.

Established in 1782.

Trustees & Directors.

Decimus Burton, Esq
Travers Buxton, Esq
Octavius Edward Coope, Esq
William Cotton, Esq.
John Davis, Esq
George Arthur Fuller, Esq.
Charles Emanuel Goodhart, Eqs.
James Alexander Gordon, Esq.
Edward Hawkins, Jun, Esq.
Kirkman D. Hodgson, Esq., M.P.
William James Lancaster, Esq.
John Dorrien Magens, Esq,
John Timothy Oxley, Esq,
Benjamin Shaw, Esq.
Wm. James Thompson, Esq.
Henry Heyman Toulmi Esq.
Matthew Whiting, Esq.

INSURANCES against Loss by Fire are effected by the Phœnix Company, upon every description of Property, in every part of the World, on the most favorable Terms.

The promptitude and liberality with which its engagements are always met by this Company are well known, and the importance of its relations with the Public may be estimated from the fact, that since its establishment it has paid more than *Eight Millions Sterling* in discharge of Claims for Losses by Fire.

The undersigned having been appointed agents of the above Company, are prepared to insure Buildings, Merchandise, Goods, and Property against Fire, for *large amounts.*

They are also authorized to insure Ships in the harbour against Fire, with or without cargo.

Claims will be paid either by the Agents here or the Company in London.

HUGHES, WILLGOSS & Co.

15jy-66 618 Yokohama, 3rd Mar., 1864.

UNIVERSAL MARINE INSURANCE COMPANY LIMITED.

THE Undersigned having been appointed Agents at this Port for the above Company are prepared to grant Policies against Marine Risks at the Current Rates of Premium.

DOW & Co.

31de-66 324 Shanghai, 1st January, 1864.

ALLIANCE FIRE ASSURANCE COMPANY.

Capital £5,000,000 Sterling.

President:

Sir Moses Montefiore, Bart., F.R.S.

Board of Direction:

James Alexander, Esq., (Alexander, Fletcher & Co.)
C. J. Barnett, Esp., (Barnett, Hoare, Barnett & Co.)
G. H. Barnett, Esq., Glympton Park, Woodstock.
Benjamin Cohen, Esq., New Court.
James Fletcher, Esq., (Alexander, Fletcher & Co.)
William Gladstone, Esq., (Thomson, Bonar & Co.)
G. J. Goschen, Esq., M.P., for the City of London, (Fruhling & Goschen.)
Samuel Gurney, Esq., M.P. for Penryn and Falmouth.
James Helme, Esq., Director of the Provincial Bank of Ireland.
Sampson Lucas, Esq., (Lucas, Micholls & Co.)
Elliot Macnaghten, Esq., Director of the Provincial Bank of Ireland.
Thomas Masterman, Esq., Collingwood House, Brighton.
J. M. Montefiore, Esq., Director of the Provincial Bank of Ireland.
Sir Anthony de Rothschild, M.P., for the City of London.
Thomas C. Smith, Esq., 23, Oxford Square, Hyde Park.

Assurances on buildings and contents, accepted at lowest current rates. Losses promptly and liberally settled.

JARDINE, MATHESON & Co.,
Agents in China.

tf 437 Shanghai, 20th May, 1864.

AUSTRALASIAN FIRE, LIFE, AND MARINE INSURANCE COMPANY.

(Liability Limited.)

MARINE DEPARTMENT.

THE Undersigned having been appointed Agents in Shanghai for this Company, are now prepared to issue Policies on Marine Risks only, on the usual terms.

Losses can be made payable in Shanghai Hongkong, Calcutta, Melbourne, or London.

AUGUSTINE HEARD & Co.

tf 308 Shanghai, 4th December, 1863

MISCELLANEOUS.

TUPPER & Co.,

Manufacturers of
GALVANIZED CORRUGATED IRON
IRON ROOFING, SHEDS, BUILDINGS, CHURCHES, SCHOOLS
&c., &c.
61 a, Moorgate Street, London, E.C.

23de-66 671 December, 23rd, 1865.

MISCELLANEOUS.

WELLINGTON KNIFE POLISH.

JOHN OAKEY & SONS,

MANUFACTURERS OF

Emory, Black Lead, Cabinet Glass Pape, Emery and Glass Cloth,
INDIA RUBBER KNIFE-BOARDS,
Silversmiths' Soap
For Cleaning and Polishing Silver, Electro Plate, Plate Glass, &c.
SCOTCH, FRENCH, LONDON, RUSSIAN, AND OTHER GLUES.

WELLINGTON MILLS,
Blackfriars Road, London, S.

27jy 690 January 27th, 1866-

JUDSON'S ANILINE DYES,

In Crystals, Powder, or Liquid

Packed in Bottles, 1 and 2 ozs.; or Jars, 1 and 2 lbs. each.

NAMES OF COLOURS

Magenta, Roseine, Fuchsine, Violet
Purple, Crimson, Mauve, Blue,
Green, Canary Orange, Yellow,
Phosphine, Scarlet, Red, Ultramarine.
Brown, Black, Regina, Soluble Blue,

The majority of our Dyes are entirely *soluble* in boiling water, and will dye without the addition of other ingredients.

The above may be procured through any London Merchant, or of the Proprietors,

DANIEL JUDSON & SON,
10a, Coleman Street, London.

N.B.—Be sure and write for Judson's Dye.

14oc-66 o-a-w 651 Oct, 14th, 1865.

TEETH WITHOUT PAIN.

OSTEOEIDON.

Patent, March 1st, 1862.

MESSRS. GABRIEL'S Invention for supplying Artificial Mineral Teeth, with soft flexible gums, entirely dispensing with the use of springs, wires, or metallic fastenings, and especially adapted for those long resident in warm climates.

MESSRS. GABRIEL,

THE OLD ESTABLISHED

DENTISTS.

Diploma 1815.

27, Harley Street, Cavendish Square, and 4 doors from the Railway Bridge, Ludgate Hill, London;

Liverpool: 134, Duke Street.

Birmingham: 65, New Street.

Parties at the extremity of the globe, by forwarding particulars as to the condition of their mouths, with an enclosure of One Guinea, will receive by return that which will enable them to take an impression of the mouth, so as to enable Messrs. G. to forward either a partial or complete set of Teeth.

Gabriel's Celebrated Odontalgique, for restoring and preserving the Teeth, 10s. 6d. and 21s. per bottle. Patent White Enamel for stopping Front Teeth, warranted never to change colour, 5s. and 10s. 6d., per packet; and the Gutta Percha 1s. 6d. per box.

Gabriel's Practical Treatise on the Teeth, which explains the numerous advantages obtainable by their patented method, may be had of their Agents, or will be furnished direct on receipt of Twelve Stamps.

13my-66 590 May 13th, 1865.

Rue St. Martin 298 à Paris.

A LA CORBEILLE FLEURIE.

PINAUD'S EXTRA FINE PERFUMERY.

Perfumer to Her Majesty the Queen of England.

PRODUCTS SPECIALLY RECOMMENDED

Violet Vinegar.—For the toilet, most exquisitely perfumed, gives new life to the epidermis, renders the skin soft and delicate; and removes effectually spots and pimples of every description.

Eau de Cologne.—Extra fine and extra strong, specially requisite in hot climates as necessary for the health, and for dissipating dangerous miasmas.

Lettuce Juice Soap.—Adopted by all the fashionable world for the brilliancy it imparts to the skin.

Nymphean Juice Soap.—Most delicately and exquisitely perfumed.

Extra fine Wild Flower Pomade.—For preserving and regenerating the hair, which it renders silky and abundant.

Medulline Oil.—For beautifying the hair, specially perfumed with *Violettes de [illegible]* unequalled for softness and delicacy of perfume and is adopted for this reason by all the elegants of the day. It is a most precious toilet article, no toilet table is complete without it.

Hygienic Elixirs and Powders.—For the teeth. These products render the teeth most brilliant; sweeten and perfume the breath, and give a healthy rose color to the gums.

Alpensine.—An emulsive cream, invented by Mr. Miguet, and for which Mr. Pinaud is the sole and general agent. It is a brilliant white composed entirely of vegetable substances, may be used without any danger, and its use cannot be detected.

The above named preparations, and a host of others, have gained for Pinaud the splendid reputation his articles enjoy throughout the world, the best proof of which exists in the numerous rewards obtained in all the exhibitions.

Principal Wholesale Establishment, 298 Rue St. Martin. } Paris.
Principal Retail Establishment, 30, Boulevard des Italiens } Paris.

General Depot in Shanghai, at

J. LLEWELLYN & Co.

tf 645 [illegible] September, 1865.

NEW ADVERTISEMENTS.

P. & O. S. N. Co.

CIRCULAR.

Steam to Hongkong,
With H. M.'s Mails for Europe, &c.
The P. & O. S. N. Co.'s Steam-ship

"SINGAPORE,"

Captain Edward, will leave Shanghai for the above place on Monday, the 9th inst. at 5 P.M.

WM. DAVISON,
Acting Agent.

P. & O. S. N. Co.'s Office,
Shanghai, 7th April 1866.

NOTICE.—I have this day established myself as *Commission and General Agent* as this Port.

JOHN HANNA.

7my 701 Tientsin, 12th March, 1866.

Mercantile Printing Office.

C. do ROZARIO

BEGS leave to inform the Shanghai Community, that he has *This day* taken over the management of the above Printing Office; trusting that from his connection with the Printing Management of the *North-China Herald* Office for upwards of Fifteen Years, and by his strict care and prompt despatch, he may merit a share of Public Patronage.

13, Shantung Road,
Shanghai, April 2nd, 1866. 702 o

THE NATIONAL BANK,

(Established 1835.
HEAD OFFICE 13, OLD BROAD STREET E.C.
Capital subscribed £2,500,000. Paid-up £1,500,000.
Rest or undivided profits £556,000.

Directors.

James Allan, Esq.
George Ashlin, Esqr.
Jeremiah Dunne, Esq.
B. H. Hartley, Esq.
F. B. Henshaw, Esq.
Sir Ralph Howard, Bart.
Thomas W. Kough, Esq.
Harvey Lewis, Esq., M.P.
J. N. McKenna, Esq., M.P.
John O'Meara, Esq.
Albert Ricardo, Esq.
Rowand Ronald, Esq.
J. Bogle Smith, Esq.
Edmund Smithwick, Esq.
M. Usborne, Esq.
Philip Vanderbyl, Esq.

Abridged Report of the Directors at the Thirty-first Annual General Meeting, held at the Bank, Old Broad Street, 30th January, 1866:—

The Directors of the National Bank have great pleasure in presenting to the Proprietors the Thirty-first Annual Report of the state of the Society, made up to the close of 1865.

In July last the Directors submitted to the Proprietors their Report for the half-year ending the 30th June; their present statement, nevertheless, incorporates the Profit and Loss Account for the two half-years of 1865, agreeably with the precedent heretofore observed.

The Dividends and Extra Dividends payable for the year 1865 have been declared at the same rates as those paid for 1864, but the augmentation of the Capital within the period of 1864 and 1865 has increased the total amounts payable under those heads, as will be seen by the subjoined Accounts, which in the usual form, exhibit the state of the Company's affairs at the close of 1865.

ASSETS AND LIABILITIES.—THE NATIONAL BANK,
31st December, 1865.

Assets.

Gold and Silver Coin at Branches....£	720,875	14	10
Cash on hand, at the Bank of England, advances on Bullion, and at call....	1,419,735	18	11
Government Funds, Exchequer Bills, Exchequer Bonds, and Debentures..	503,305	12	5
Advances on Government Stock, and Sundry Secured Loans at short dates and Current Accounts..................	1,391,226	10	3
Due by Shareholders on Calls as per Contra..........................	2,550	0	0
Bankers' Guarantees and Securities held against Acceptances per Contra......	1,447,809	18	5
Bills discounted........................	4,680,270	14	1
Bank Premises in London, Dublin and Branches, Freehold and Leasehold..	140,776	2	10
	£10,300,647	0	9

Liabilities.

Paid-up Capital......£1,497,450 0 0		
Due on Calls per Contra....2,550 0 0		
	£1,500,000 0 0	
Notes in Circulation..................	1,241,728 0 0	
Due by the Bank on Deposits and Current Accounts......................	5,660,065 5 8	
Acceptances to Bankers' Drafts and on Security..............................	1,447,809 18 5	
Rest or Undivided Profits at this date	556,053 16 8	
	£10,300,647 0 9	

PROFIT AND LOSS ACCOUNT OF THE NATIONAL BANK, FOR THE YEAR ENDING 31st Dec., 1865.

1865.

Feb. Half-year's Dividend at 8 per cent, per annum..	£24,000 0 0	
With extra Dividend 16s per share..............	16,000 0 0	
And pro-rata Dividend on 20,000 New Shares......	20,000 0 0	£60,000 0 0
Aug. Half-year's Dividend at 8 per cent, per annum............	£24,000 0 0	
With extra Dividend 16s per share..............	16,000 0 0	
And pro-rata Dividend on 20,000 New Shares......	33,333 6 8	£73,333 6 8
Amount transferred to Capital Account, representing 10,000 Bonus Shares £30 paid-up..............................		300,000 0 0
Dec. 31 To balance, being the amount of Rest, at this date..................		556,053 16 8
		£989,387 3 4
Rest or Undivided Profits at December, 1864..............................		£773,184 1 8
Net Profit for the half-year to 30th June last..............................		94,416 13 10
Net Profit for the half-year to 31st December, 1865, after writing off all Bad and providing for all Doubtful Debts....	£150,560 7 10	
Less Rebate of Interest on Bills not due.......	28,774 0 0	121,786 7 10
		£989,387 3 4

Examined and found correct,
J. B. SMITH,
JOHN O'MEARA,
T. W. KOUGH,
GEORGE ASHLIN,
J. N. McKEANN.

Since these Accounts were made up, a Dividend at the rate of 8 per cent. per annum on the paid-up Capital of the Bank, and an Extra Dividend of 16s per Share, together £2 a Share, have been declared on the 50,000 Shares, which constitute the Company's Capital, and the same are now payable at the Head Office and Branches of the Company.

The Dividend and Extra Dividend now payable for the Half-year ending 31st December, 1865, amount together to £100,000.

It will no doubt be gratifying to the Proprietors to note that the Net Profits for the half-year just closed, exceed that amount by £21,786, 7s. 10d., and that the Surplus of Profits over Dividends payable for the year 1865, and included in the Rest, amounts to the sum of £12.869 15s. The Rest, therefore, after the transfer there from of £300,000, representing 10,000 Bonus Shares presented to the Proprietors in August last, and £100,000 for the Dividends and Extra Dividends now declared, will stand at £456,053 16s. 8d.

These results are quite equal to any which the Directors had hoped thus early to realise, and in their opinion they satisfactorily attest the soundness of the calculations on which the Resolutions to augment the capital of the Bank were founded.

The business of the Bank, although conducted with great caution, continues to increase in every profitable department, and it is gratifying to observe that, notwithstanding certain disturbing causes in Ireland, the Deposits of the Bank there, as well as its Advances to Traders and Agriculturists in that country, exceeded at the close of the year just ended, the amounts current at any corresponding date since the foundation of the Bank in 1835—Approved by the Court.

J. B. SMITH, *Chairman.*
M. J. POWER, *Secretary,*

N.B.—The Dividend and Extra Dividend, free of Income Tax, are now payable.

Miscellaneous Intelligence.

NOTICE.—Divine Service is held at the Union Chapel (Shantung Road) every Sunday Morning at 11 o'clock, and in the Evening at 6 o'clock; also on Thursday Evening at 6 o'clock.

MARRIAGE.

On the 8th February, at the Parish Church, Eccles, by the Revd. Pelham Pitcairn, M.A., Vicar, Philip Henry Underwood, of Shanghai, to Eliza Arabella, eldest daughter of John Thomas Wood, of Patricoft House, near Manchester. No cards.

DEATH.

February 8th, at Brightwell, Suffolk; aged 37, John Anthony, second son of Rev. Woodthorpe Collett; and lately in command of the Peninsular and Oriental steamship *Benares.*

LATEST DATES.

England,... (tel.)	Mar. 6	Hankow,..........	Apr. 1
Hongkong,.......	Apr. 1	Nagasaki,.........	" 1
Tientsin,.........	Mar. 31	Yokohama,......	" 1

Latest dates in England, from China,—

Hongkong,......	Dec. 30	Received via Marseilles, Feb. 13th.
Shanghai,.......	" 23	

OPIUM QUOTATIONS.
For the week ending April 7th, 1866.

April	Malwa. New.—Tls.	Malwa. Old.—Tls.	Patna. New.—Tls.	Benares. Tls.
2,—	670		530	
3,—	655		525	
4,—	655		530	
5,—	670		540	
6,—	670		535 a 540	
7,—	665 a 670		530 a 540	

LATEST SHIPPING INTELLIGENCE.

Arrived.—April 6th, *Singapore,* (Br. str.), Edmund, from Hongkong; *Kiangsi,* (Am. str.), Law, from Ningpo; *Nepaul,* (Br. str.), Davis, from Yokohama; *What Cheer,* (Am. bq.), Ainsworth, from Swatow; *Cinderella,* (Br. ship), Williams, from Sydney. April 7th, *Express,* (Br. str.), from Ningpo; *Peiho,* (Dan. bq.) Holt, from Surabaya; *Moyune,* (Am. str.), G. Johnston, from Hankow.

Departed.—April 6th, *Glengyle,* (Br. str.), Hooper, for Tientsin; *Cadiz,* (Br. str.). Bluett, for Yokohama; *James Wishart,* (Br. sh.), Buchanan, for London; *Kiangse,* (Am. str.). Low, for Ningpo; *Weazel,* (H.M.G.B.) for Cruise. April 7th, *Simoda,* (Br. sh.) Drysdale, for Foochow.

The str. *Express* reports that the Br. brig *Water Lily* from Singapore lying at Chinhai, asked to be reported.

PASSENGERS.

Arrived.—Per Str. *Nepaul,* from Japan, Messrs. Richards, Spain, Cargill, Stewart, Dallas, Marr, Alcock, Rees, Borett, Archer, 3 Europeans on deck and two Chinese. Per Steamer *Labourdonnais* from Hongkong, Messrs. Siber, Brennwold, Gratam, Rodewell, Gaviard, Girodan, Tron, Fongue, Costa, Griffon, Janforf, Bertrand, Vilarein, Nicalor, Wallenfant, Lyon, Harrison, Abbé Gojon and Gomer. For Yokohama, Messrs. Bore, Webb, Tarfara, L'Abbé Marin and Cunningham. Per *Sumenada,* from Hongkong, Mr. and Mrs. Leyenberger, Mrs Newman, Miss Downing, Capt. Bennet, Messrs. J. F. Seaman, Espantosa, and J. McDonall. Per S. S. *Cadiz,* from Hongkong, Mr. and Mrs Smith, Messrs. E. D. Edwards, W. Delmering, and Ninety Chinese.

Departed.—Per *Maiden Queen* for Liverpool Mr. W. J. Johnston.

The P. & O. Co.'s Steamer *Singapore,* with Mails, &c., for Europe, will leave on Monday the 9th instant.

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PRICE OF THE *NORTH-CHINA HERALD.*—Per Annum, *Fifteen Taels;*—Six Months, *Eight Taels;*—Three Months, *Four Taels;*—*all payable in advance.* Single Numbers,—To Subscribers, 2 mace 5 cand.;—To Non-Subscribers, *Five mace,* Subscriptions will be considered as renewed, unless notice to the contrary be given before the expiry of the current term.

The publication of the *North-China Herald* commenced at 9 P.M.

The North-China Herald.

IMPARTIAL, NOT NEUTRAL.

SHANGHAI, SATURDAY, APRIL 7, 1866.

The excessive taxation of Chinese residents in the foreign settlements by the local mandarins, receives fresh illustration from the correspondence on the subject which we publish to-day. With the exception of the Chinese officials themselves, who may be assumed cognisant of the iniquities perpetrated in their name, few persons are so well able to throw light on this important question as the writer who, under the signature of Scrutator, exposes a system of extortion so outrageous that it becomes matter for surprise that any Chinese shopkeepers continue to carry on business within the precincts of the settlement. When, nearly three years ago, an arrangement was made by which Woo Taotai pledged himself to abstain from other exactions in consideration that the Municipal Council handed over to him the proceeds of a tax of eight per cent on native rentals, complaints were loud of the exorbitance of this additional burthen. But it is evident that, in the exceedingly improbable supposition that the Taotai kept faith, the impost must have been welcomed as a perfect relief from a host of minor exactions; while even if he did not, it must have been a scarcely perceptible addition. When every article of trade is saddled with a nearly prohibitive duty, a tax of eight per cent on rentals becomes a trifle. At that time, too, the Council had at least the satisfaction of a sure ground on which to resist the levies that the Taotai is now allowed to carry on at his leisure. Now, H.B.M.'s Consul takes the view that, the payment of the eight per cent house tax having ceased, the agreement of which it was a part has lapsed also; and implies that the first principle, that the Chinese have a right to deal as they please with their own subjects on their own territory, must be reverted to. It becomes then a question whether or not we are to look quietly on while our property is ruined, the native traders driven from our neighbourhood and our import trade seriously interfered with, by the imposition of onerous and illegal squeezes. We scarcely think these results were contemplated by the treaty of Tientsin. The provincial authorities must be acting on one of two principles; either they must regard the profits made by their subjects from the foreigners among whom they are living as inexhaustible, or they desire by piling up exorbitant exactions, to compel the Chinese to quit the foreign settlements for the less highly taxed native quarter. The first supposition is too absurd to be tenable; the Chinese mind, however dense on some points, is for too keen in matters monetary to be mistaken on a subject so extensive and susceptible of so easy proof. In either case, however, excessive restriction is hardly consistent with the treaty stipulation for unrestricted freedom of trade and intercourse at the open ports. If a Chinese is to be subjected to prohibitive taxation because he elects to make those articles of furniture which suit the foreign taste, or to sell those articles of consumption which suit the foreign palate, freedom of trade is as clearly at an end as though prohibitive duties were placed on silk or tea, or shirtings or iron-ware. The levies on these articles of commerce are far in excess of the stipulated percentage; but have not yet reached a prohibitive point, probably because it is well understood that such would not be tolerated. Acknowledging no code of higher morality that that of interest; utterly incapable of comprehending even the meaning of good faith, the Chinese are checked in their encroachments on the Tientsin treaty, only by fear lest an undue breach should result in a second attack on Peking. They carefully study our position and penetrate every assailable point. An ingenious system of injury, congenial to their taste from its indirectness as well as from other motives, offers itself in the taxation of their nationals residing in the foreign quarter, and they largely avail of it. By so doing they punish the latter for associating with the foreigner, and at the same time divert from the pockets of the latter to their own coffers, the sums which he should receive as rent. A double end is served, a double revenge wrought, and a restriction is imposed on the healthy development of trade consistent in the highest degree with the intelligence and enlightenment for which the government of the celestial empire is remarkable. Consuls and ministers are placed in China to watch over and guard the interests of their nationals against encroachment, as well as to repress any interference by the latter with the rights of the Chinese. Judging from the disclosures on this subject which have recently been made, the former are in more danger than the latter; and energetic resistance is required rather than tranquil acquiescence.

A few weeks ago, we drew attention to the recent attempts to explore the Huang Ho or Yellow River, and commented on the extraordinary ignorance displayed by almost all writers on China with respect to it. Even the natives themselves regard it as something mysterious and terrible, and few who live out of its immediate neighbourhood know aught of its course, its history or its peculiarities. Their conceptions of it are surrounded by all the uncertainty which to the mind of an ancient Greek or Roman enveloped the traditions of the vast streams watering the plains of Eastern Asia. Accordingly the best informed European writers have carefully avoided any mention of the Yellow River, or have alluded to it in terms so vague and general as to convey no information to their readers. The Catholic missionaries have, it is true, given some few facts regarding it, but from their varying statements we are left to infer that the same stream is not in all cases described. We do not therefore derive much information of importance from them, although upon many other subjects connected with China their chronicles are the only reliable sources of knowledge that we possess. Within the past month two American missionaries—the Revd. Messrs. Williamson and Martin—have published the results of their investigations in Central China, and incidentally have been led to speak of the Yellow River. Public attention in this place has thus been drawn to the matter, and we trust that the impetus given to geographical research will not be lost until some decided steps are taken towards the exploration of the river itself, its tributaries and its former channel. The importance of this river to the trade of the Chinese Empire must now be matter rather of tradition than of actual fact, although the great mart of 清江浦 Ching Chiangpu, situated at its ancient embouchure in Kiang-su, is the seat of an officer—the 河工總督 Ho Kung-tsung-t'u or "Governor-general of the river"—whose rank is the same as that of the Viceroy of Chili, and who has seventy-two officials of various grades, Taotais, Chifus, &c., under his orders. The mere fact that at the present day such an official establishment as that at Ching Chiangpu is kept up rather in deference to the ancient reputation of the Yellow River than to the present requirements of trade, is sufficient to stimulate our curiosity, and urge us to copy in China the example of those heroic explorers, Speke, Livingston, Grant and Beke. The personal risk is absolutely *nil,* while ultimate success demands only time and perseverance. It will be remembered that Mr. Williamson left us in the dark as to the point at which the Huang Ho leaves its former channel, and is diverted into the Ta Tsing Ho. Doctor Martin informs us that this occurs in the district of I fêng, a few miles to the East of Kai-fung-fu, whence it pours itself through the Ta Tsing Ho into the Gulf of Pecheli. All facts, however disconnected, relating to this great channel of communication, are worthy of careful record, since, although now isolated, they will no doubt at some future time take their places as links in the chain of information. The resources of the Yellow River, if they are ever to be developed, must be developed by foreigners with the aid of steam. We may be permitted to question the certainty of the stream which Dr. Martin fathomed above Kaifung and found only six or seven deep being the Yellow River, and not a branch or tributary. If it be so, the prospects of trade during the winter months, even by means of flat-bottomed steam vessels, are not very bright. Kaifung is almost exactly the same distance from the sea-board as is Hankow, but the perils of navigation in the one case would, if Dr. Martin's opinion be correct, prove sufficient to fix the western terminus of the "Yellow River line" at some point far to the eastward of the meridian of Hankow. We have already on various occasions discussed the prospects of railways in China, and we believe that the opinion of those best qualified to judge, is that before railroads can prove a success, the country must reach a stage of development of which there is for the present little hope. The government and people must first learn the vast resources of the mines, the hidden wealth of which they have as yet no conception, before they undertake works on so gigantic a scale as a railroad through the heart of the empire. Besides, there is a vast army of superstitions and prejudices to be put to flight, a thick veil of ignorance to be removed, before the establishment of railways gains the consent of the government or is felt to be a necessity by the people. At the same time we have obtained the knowledge of two facts which may hereafter prove useful, that from Pekin to Kai-fung "the ground is level requiring no grading and few bridges," and that coal and iron are to be obtained in abundance at various points along the proposed route. Doctor Martin and Mr. Williamson are entitled to the thanks of all those who are interested in the acquisition of information regarding China and the Chinese. They have set an example to missionaries and missionary societies as well as to all men of education resident in China, an example which we sincerely trust will not be lost.

The able letter which we publish to-day regarding the propriety of erecting wharves in the English settlement, expresses probably the opinions of a large portion of the community on the subject. That wharves will before long be constructed in front of the present bund line of the English and American settlements, is unquestionable; and it is important that, at the next meeting of land renters, a rule having this end in view should be adopted. The word "wharf," however, is liable to misinterpretation. In the original sense it implies merely a pier, and in expressing our conviction that the advisability of constructing wharves would soon be recognised, we have used it in this sense only, without reference to the additional meaning of "sheds" built on that landing stage, which it is frequently made to convey. The large amount of godown accomodation already existing in the settlement precludes the idea that any necessity for the erection of additional warehouses can for the present become necessary, whatever call for them may hereafter arise. As yet, piers extending far enough into deep water to enable ships to discharge cargo which can then be conveyed inland, will amply suffice. The important question is whether the right to construct these piers should belong to owners of bund lots, or to the municipality. At a meeting of land renters recently held at the French Consulate, a decision in the former sense was arrived at; but a resolution to the same effect proposed to the English and American renters, though carried at first under a misapprehension, was rescinded directly its true purport was made apparent. As yet, therefore, the question as regards these settlements is an open one. It is true that on the north side of the Soochow creek wharves were constructed while municipal jurisdiction was still imperfect. But although these will hardly be interfered with, it may be assumed that no further structures of a similar nature would as yet be allowed. It is however an ill wind that blows no good; and greatly as these wharves obstruct passage along the river bank, they may afford a solution of the question at issue. Convenient and no doubt profitable to their owners, they are inconvenient and highly annoying to the public, except those few members of it who desire to avail of the accomodation offered for lading or unlading ships. They choke what should be a roadway, and shut out any view of the river from houses in their neighborhood. These inconveniences, however, are not due to the existence of the piers, but of warehouses and storage ground in immediate connection with them. And if the piers were public instead of private, the public would derive benefit instead of annoyance, from the enclosure of the mud bank and the possibility of landing from sampans without that imminent risk of falling overboard which is the distinguishing characteristic of most jetties. Proprietors of bund lots naturally take a different view of the question; and would prefer that the privilege of constructing wharves in front of their property should be recognised as their right. The subject is susceptible of much argument and we shall look with interest for the views which the land renters may express upon it; for that it will again be brought up for discussion at an early opportunity, we confidently anticipate. Two grounds were taken by the speakers who principally influenced the decision of the French land renters,—one the abstract question of individual right to low water mark frontage; the other that private wharves enjoyed superior advantages, in the business which their proprietor, could contribute and influence towards their support. Against the first argument the decision in the case of Regina versus Reynolds and Holtz opposes a formidable argument. The latter, besides being open to much question, may be opposed by the pleas of public utility and the precedent of other new countries, where the legislature has found it necessary to step in and acquire for the public the right to all water frontage. The Land regulations as they at present stand contemplate the bund frontage as clearly public property; but Sir Edmund Hornby's decision in the case to which we have above alluded, concedes to the Chinese the proprietary right in all accretions of land beyond the recognised boundary to low water mark. And in pursuance of this view a special concession of the mud flat in front of the Consulate has been obtained for the purpose of forming a recreation ground. That similar grants of accretions in front of their lots could be obtained by individual holders of bund lots, is unlikely. But it is not at all improbable that united Consular and Municipal influence could secure a concession of the whole bund frontage to the Municipality; if it were eventually decided that the latter should assume the duty of constructing landing stages, alongside of which ships could moor for the purpose of landing and receiving passengers, and landing and discharging cargo.

Summary of the Week.

An important decision has been given by Sir E. Hornby on a rehearing of an action brought by Provand & Co. against Oxford & Co., to enforce fulfilment of an agreement entered into by the latter to rent certain premises which they now desire to shake off. At a previous hearing, the puisne judge decided in favour of the defendants. The Chief judge has now reversed that decision. The propriety of allowing landing stages to be constructed in front of the English concession has been discussed in the *North-China Daily News*, and the view was taken that as the bund frontage did not belong to front lot holders, the latter could not claim the right to erect private piers, and further that it would be more conducive to the general interest that when piers shall become desirable, their construction and management should be entrusted to the Council. The Municipal engineer has commenced cleansing the Yang-king-pang; but it is greatly feared that this process will not be completed till after the hot weather has fairly set in. The practice recently adopted by Chinese of wetting silk before bringing it into the market, has been commented on, and the injurious effect upon the material pointed out.

From Newchwang we learn that Wen-seang, at the head of 2,000 disciplined troops and 6,000 braves has marched against the Shingking rebels, and that a son of Sankolinsin is advancing to his support at the head of a body of Mongol cavalry. It would appear however that the authorities have little faith in the success of these operations, as they are endeavoring buy over the rebel chiefs by proffers of mandarin rank.

Yokohama advices report the arrival there from Hongkong of a wing of H. M. 9th Regiment; and the occurrence of the Garrison Races under a favourable circumstances. A body of Japanese which has been drilled on the foreign system evinces great aptitude.

Our Hakodadi correspondent informs us that the individuals concerned in the robbery of skulls from an Aino cemetery have been sentenced to one year imprisonment.

The French and English mails arrived on the 5th and 6th inst. respectively, bringing news of a misunderstanding between the two German powers in regard to the Duchies, and of a suspension of the *Habeas Corpus* in Ireland.

N. C. BRANCH OF THE ROYAL ASIATIC SOCIETY.

Minutes *of a Special Meeting of the* North China Branch of the Royal Asiatic Society *held at the Society's Rooms, the 29th March*, 1866.

Present.—G. F. Seward, Esq., *President*, in the Chair; Messrs. Winchester, Kingsmill, Levy, Reynolds, Cochran, Lawrance, J. Thorne, Probst, Wylie, Gamble, Canny, Hanbury, Nutt, Dr. Jenkins, Dr. Newton, Rev. C. H. Butcher, &c. &c.

The President informed the meeting that Dr. Martin had kindly consented to deliver a lecture on a journey recently undertaken by him overland from Peking to Shanghai, and this meeting had been called specially in order to enable Dr. Martin, who contemplated a speedy return to the North, to give to the Society a description of the interesting route which he had just travelled, and of the important results which might be hoped for by a further development of the resources of that portion of the Chinese Empire, hitherto almost unknown to foreigners. Dr. Martin then proceeded to give a description of his journey, which he stated to have been made in the months of February and March of the present year, and was the first journey of which we had any account which had been made by a European over this route.

Passing from Peking over the Imperial road leading to the South West, he was led to remark the admirable advantages afforded for the construction of a railway along the line of that great thoroughfare. At Kaifung-fu he took pains to acquaint himself with the present condition of the Jews who have long been settled in Honan. Turning to the North East into the province of Shantung as far as Kin-fan, the burial place of Confucius, he obtained some additional light as to the course of the Yellow River; and navigating the grand canal from the Yehshoo lake to Chinkiang-fu, he enjoyed good opportunities for observing the condition of its central section. The paper was chiefly restricted to the treatment of these four topics.

As to the railway, he was of opinion that the amount of traffic now existing is sufficient to render it highly remunerative, but a vast increase might be calculated upon as it would be certain to monopolize the traffic between the northern and central provinces, especially if extended to Hankow or Fanching. From Peking to Kaifung the distance is 1,400 li or about 470 miles, and through the greater part of it, the railroad would run parallel to a range of hills that would yield at various points abundant supplies of coal and iron. The ground for the proposed track is level requiring no grading and but few bridges. In short no obstacle lies in the way but the reluctance of an obstructive government.

The Jewish colony was found to be in the last stage of decay. They had lost all knowledge of the Hebrew language though they still preserved some copies of the Law inscribed on rolls of parchment. Their synagogue having long been in a ruinous condition had lately been torn down and its timbers sold for food by the poverty stricken people, and the stone tablet which records its history alone remains to mark the spot. Their number is estimated at from three to four hundred, but as all the rites of their religion have ceased to be observed since the death of the last of their rabbis, the faint lines which now distinguish them from the surrounding heathen are rapidly fading away. In the lapse of another generation they will probably cease to exist as a separate society.

The change in the course of the Yellow River occurs, as Dr. Martin was informed, in I-fung-hien, a few miles to the East of Kaifung-fu whence after cutting off a small angle of Chihlé it penetrates the province of Shantung, and makes its way to the North East through the bed of the Ta-tsing until it enters the gulf of Pechili. The river he crossed three times, and it is forsaken channel once. Its magnitude was not found answerable to its reputation. Above Kaifung, the water being at that time very low, it was not more than six or seven feet deep, while its breadth was reduced at some points to less than one hundred yards. In Shantung it appeared to have gained in volume though it had lost in velocity. The writer believed that for the greater part of the year it would be found navigable for steamers of light draft.

The grand canal in the portion of its course referred to, was found to be worthy of its name. From its intersection with the new course of the Yellow River where it obtains a fresh supply of water, it flows with a strong deep current to the S. E. until it reaches the transit of the old channel in the department of Hwai-an whence it pursues a southerly course until it mingles with the waters of the Yang-tse-kiang. In the first of these divisions there are numerous locks which are too narrow to admit the passage of large vessels, and in the latter the water is much reduced by being drawn off to irrigate the rice fields. It might, however, be navigated with great advantage in both portions making together a distance of 1,200 li, by steam propellers of ten feet beam and four feet draft.

Other topics were touched on incidentally which it is unnecessary to notice, as the paper will be submitted for publication in the Journal of the Society.

At the conclusion of the lecture a variety of questions were put to Dr. Martin by several of the members present relative to the different subjects treated of, and a unanimous vote of thanks passed thanking him for his very instructive and interesting lecture.

The meeting then separated.

WHARVES.

To the Editor of the

North-China Herald.

Sir,—In publishing an extract from the *Daily Press* on the subject of Wharves at Hongkong you say, "it describes with much fidelity the present position of Shanghai."

After careful perusal I cannot find that it in any way does so; for whereas it appears in Hongkong there are no wharves, here, as is well known there are far more both public and private than pay their owners.

Here, the very difficulty existing in Hongkong has been conquered by wharves being erected in suitable localities as regards depth of water &c. without damage being done to the business and resident portion of the settlement. Here, as in most civilized countries, the part of the town most suited for respectable residence, and unsuited at first to wharves, has been protected from them in the interest of general comfort; while more suitable localities in the settlement have by tacit consent of all become the sites for wharves and a sort of Wapping.

It is true many exclaim, "no one comes to Shanghai for pleasure," "every thing must give way to business." Yet I venture to think it does not follow that this "almighty dollar" view of the question is correct, for as a certain amount of health and pleasure are good to enable business to be done at all, so what contributes to these may be said to contribute to business. Does any one suppose that because some little business exists in London, fresh wharves will be allowed on the Thames embankment. And is it not the case that in many European cities, one of the greatest objects is to get rid of wharves from localities where they make living unpleasant?

But in point of fact this "business" view is probably as in many things mundane,—the "cry" under which it is proposed ceratin more selfish ends may be attained, if the whole frontage of the present Bund can be absorbed into wharves.

As the whole question of placing wharves in front of the Bund appears to attract attention and may be raised at the Land Renters' meeting on the 14th April, it is perhaps worth while to say a few words on the subject.

Mr. Twombly of Messrs. Fogg & Co., it would appear by the Report of the Municipal Council, was the first to moot the question of making a wharf on the Bund, and he it is believed proposed to bund out at his own expense, from a line with the new French Bund, past the Club and Messrs. Adamson & Co.'s house to Canton road, *providing* he might erect a wharf to be his own private property.

The request to an outsider would appear "cool," as absorbing the frontage of two other persons; but this is beside the issue.

The Council I do not discover gave any flat refusal to this question, and hence the idea gained ground among Bund lot holders that they would also like to acquire public frontage for private wharves; and the whole matter not being generally understood by he Land Renters, and especially the back ot holders, the spectacle was seen of an apparent vote in favor of wharves raised on the consideration of Section 6 of the revised Land Regulations.

Fortunately the votes of a subsequent day, when Mr. Twombley amplified his proposition—making it explicit and understood, showed that the public were by no means ripe for the measure of absorbing the whole water frontage for private interests.

Mr. Hogg was understood to explain at the meeting that the right of private individuals to build a wharf did not exist, the right of bund lot holders to low water mark (if they ever had it) having been long ago abandoned to the public or their representatives the Municipal Council, with the simple condition (vide Land Regulations) that the public or Council should not allow any wharves or obstructions in front of the lot holders, i.e. that their right of open view should not be obstructed, but the bund kept clear.

The public or Council did not become possessed of this right quite gratuitously, the public or Council having widened and enlarged the bund, built jetties, cleared the beach ground and absolutely purchased certain private jetties which originally existed. Hence no private rights of bund lot holders can be recognized over the beach ground which belongs to the public and is in the hands of the Council for control and management.

The public of Shanghai therefore are solely interested in this question, and such being the case it would be manifestly the height of absurdity for them by any vote, even if such could legally be binding, to allow private individuals to make wharves. Such wharves could only be adding to the value of bund property at the expence of back lot holders who would have to pay the front lot holders for the privilege of using a wharf; while in the hands of the Council as now, they have all the frontage open to them.

Necessity as I have before explained, cannot be urged for the front lot holders making wharves, as abundance of wharves exist, and there are numerous suitable sites for further erections, even leaving out altogether the French settlement as useless for wharf purposes until it is amalgamated with this.

It is quite possible that in course of time the public funds may admit of a pier (without any covering whatever, strictly a pier) being carried out to deep water the whole length of the bund; if so and it was held advantageous to allow ships to anchor alongside, a charge might be made by the Municipality for each ship so anchoring.

By such a plan no one person would have advantage over another, and no obstruction to the general view would exist; any one might place a ship alongside by paying, and store cargo where most suitable to himself, a back lot holder being thus in the same position as a front holder; and no unsightly wharves would obstruct the general view of the river.

J.

ILLEGAL TAXATION BY THE CHINESE.

To the Editor of the

North-China Herald.

Sir,—Is it not time to demand the discontinuance of the Chinese war tax within the three Concessions, and upon foreign trade in general? It is well known to those who have lived at Shanghai five or six years, that this tax was instituted for the purpose of raising the necessary funds to defend the city against the Taipings. But it may not be so well known, that notwithstanding the Taipings have long since ceased to be a power, the war tax upon merchandise has continued without the slightest abatement, to the present time.

We should demand its discontinuance, because, while it is levied ostensibly upon the Chinese, it is paid mainly by the European owners of property, whether in the form of merchandise or of real estate.

Firstly, as to its effect upon the foreign trade at this port.

Everything imported for Chinese consumption is taxed as soon as it enters a Chinese hong; a well regulated system of espionage traces every bale of goods. The purchaser, knowing that he will have to pay the war tax upon the merchandise in question, will not purchase unless he can do so at a figure that will enable him to pay the tax and sell at a profit. When said goods change hands again, it may be for some interior city such as Soochow or Hangchow, they are taxed again at one or two intermediate custom passes before they reach their destination. Then they are taxed again as soon as they enter the city. By this time their value is enhanced to such a degree, that they cannot afford to travel further into the interior with any hope of finding a purchaser. The history of this lot of goods may be taken as a sample of every other. Consequently the consumption of foreign importations is necessarily restrained by this war tax, to within very narrow limits. It, in fact, amounts to a prohibition against foreign trade with the interior of China. Is not this restriction a violation of the spirit, if not the letter, of Treaty stipulation?

Secondly—How does this war tax effect real estate in Shanghai?

First as to the cost of buildings. For instance, the tax on timber, whether native or foreign, if purchased from a native is 7 per cent ad valorem. The tax on brick of the smallest variety, is 1,050 cash per 5,000 bricks, and on larger brick, higher in proportion to size. The tax on lime is 10 per cent ad valorem. At this rate (and these are facts) the European house that costs Tls. 20,000, pays a tax on material to the Chinese authorities, of at least Tls. 2,000; and upon more or less expensive buildings, in the same ratio.

Secondly, as to the value of houses when erected for Chinese use. This war tax rests like a mighty incubus upon all hong and shopmen. They are forced to make every possible reduction in their expenditure, or close their business. The first demand is a reduction of house rent. It is made; and they try again, but to find in a short time that they are still doing a losing business. Another reduction of house rent is demanded with a threat to move or shut up shop. The landlord, anxious to keep his tenants, has again and again reduced his rents. And what has been the benefit of reducing his rents 75 per cent. Why, it has simply enabled the shop-man to pay, in part, his war tax; but it has not brought the desired relief from loss in business, for in very many cases the tax is much higher than the full amount of house rent. Consequently many have closed their business finding it more profitable to do nothing and live on their little capital, than to do business and pay the war tax. Take an instance connected with my own property. A——— had a coal hong; he paid me, after reducing his rent, less than Tls. 80 per annum. He sold 1,000 tons of coals during 1865. The tax on coals is Tls. 88 per 100 tons. Thus we see, that while this coal merchant paid in the form of rent and municipal tax less than Tls. 100 per annum, he paid to the Chinese authorities Tls. 880. He did a good business during the year, but lost Tls. 200, and has consequently closed his shop. But for this war tax he would have continued to do a remunerative business, and been enabled to pay so much higher rent. Other startling facts might be enumerated, but I have already made too great a demand upon your columns; enough has been said to show that every reduction of house rent goes to the Chinese officials, and that the war tax does affect real estate at this port. It is in fact a tax upon the owners of house property. What has been said in regard to the items above, applies equally to every other article of merchandise. Every thing is taxed at about the same rates. Every thing is taxed when it enters a hong, and it is taxed when it goes out; it is taxed two or three times on the way to the nearest large city, and then taxed again when it arrives at the city. The same operation is repeated if it attempts to leave that city. Is not this tax a monstrosity? And are we willing to sit quietly and see the trade and prosperity of this place utterly annihilated, because the operation by which it is being done—a tax upon Chinese, has been pronounced legal? Again I would enquire if it is not time to demand at Peking the discontinuance of all taxes on Europeans and European merchandise not only within the three Concessions, but throughout the Empire. We shall look in vain for prosperity till our property and merchandise are liberated.

Scrutator.

CORRESPONDENCE REGARDING ILLEGAL TAXATION BY THE CHINESE IN THE FOREIGN THE SETTLEMENT.

No. Watch
162. Council Room.

Shanghai, 28th *March*, 1866.

Sir,—Referring to my letter of the 24th inst. No. 152 Watch, I now beg to enclose for your information a report prepared by the Municipal Interpreter, as to the nature of the tax called Le-Kwen 厘捐

In this report intended for the Council, in regard to all Chinese levies in the settlement, you will not fail to perceive the very serious danger that is arising from the new custom of warrants being signed at your Consulate, without serious enquiry as to their object.

It is hardly too much to say that the whole influence of foreigners at this port as through the municipality, is being jeopardized, and hence I feel no excuse is necessary for the energetic protests the Council feel called upon to make.

I am, Sir,
Your obedient Servant,
W. Keswick,
Chairman.

C. A. Winchester, Esq.,
H. B. M. Consul.

TAXES.

NATURE OF LE-KEUEN 捐厘

In the absence of better authorities, I have referred to several proclamations, published at different times by order of the Sung-wo tax office 松滬厘捐總局 (one hereto appended marked A) every one of which shows this tax to be exclusively for "military purposes."*

The frequency of notifications demanding its payment, and the constant explanation of its use, are themselves presumptive proofs that the Le-Keuen is of recent origin, and as yet not universally known among the people.

Lastly, the order of the Futai, giving the non-disbandment of troops as the only ground of the continuation and non-reduction of this tax, leads all to believe that it is not a uniform, constant or universal levy as the land rent, the gabel, custom and transit duties, which according to the Pekin Gazette of 1833, have been the permanent resources of the country.†

In short it is a *temporary* war tax like that of other countries, and not a *standing* source of revenue. It began nine years ago under Sieh Futai, when the increase of the army demanded extraordinary taxes.‡

The *tax in question is not Li-Keuen* as was supposed, but a shop tax 房市捐. The former is imposed on wholesale dealers, and the latter on retail shops. It appears the same article of goods undergoes a double taxation.

1st, a Li-keuen while in the hands of wholesale merchants, and

2nd, a Shop-tax when in retail stores.

I am informed by the "Guild of Foreign goods," that European merchandize, in addition to the former, pay also the latter, at the rate of 150,000 cash per month.

The proclamation (hereto appended, marked B.) mentions this tax as intended to "assist the payment of military expenditure" 協濟軍需.

It began last year in the second moon, previous to which it never existed.§

It is also a war tax, similar in kind to the Li-keuen, but neither of which can be considered an *Imperial tax on the same footing* with any of the four already mentioned.

When the Taoutai's house tax was instituted in the settlement, it was agreed that it should cease as soon as peace was restored. The house tax has been waived, because necessity for it no longer exists, but the shop tax has taken its place, and so far as the shopkeepers are concerned proves more heavy than the other.

For instance a shop in Honan Road pays 28,000 cash a month, whereas its house tax to the Municipality is not more than $8 a quarter

The man forcibly arrested the other day was obliged to pay 500 cash a month, while his Municipal house tax is only 800 cash a quarter.

While on the subject of taxes, I may remark, that as far as could be ascertained, in addition to the two war taxes above mentioned, there is a third war tax called Army fuel tax 軍柴捐 which began in 1862, for the benefit of the 10,000 troops that arrived here from Nanking in that year, and has continued to this day, though the camp has long ago removed hence. These taxes are imposed on all shops in the foreign settlements and the city by means of a terrorism over certain headmen. The Chinese authorities, in spite of the unwearied efforts of this Council and its officers, have persisted in their levies in the settlements, evidently encouraged by finding no action taken by the foreign Consuls against their enforcement, which, though affecting the interests of the Municipality has neither been consulted upon nor agreed to. The shopkeepers of the English and American settlements now pay every one of the war taxes payable by their fellow tradesmen in the city, and also the Municipal taxes. Those in the city do indeed pay a sum for local purposes, such as street cleaning and night watching, but this is too trifling to be of any consideration. The truth is that residents in these two settlements are overburdened with taxation, and it is no wonder that persons doing business in Yang-king-pang make their houses in the city.

(Signed) Y. Yungkino,
Interpreter M.C.

H. M. Consulate,
Shanghai, 31st March 1866.

No. 55.

Sir,—I have the honor to acknowledge receipt of your Letter numbered *Watch* No. 168, on the subject of the execution of the Warrants for the collection of the tax Le-kin. I had already forwarded to Peking the previous correspondence, and shall gladly add to it the above letter, as well as No. 162 and its inclosure, and this reply.

In reference to your statement that the Municipal Police were not communicated with, I think the same likely to create an erroneous impression, if attention is not at the same time directed to the fact that the Warrants were not executed until four days after the intention had been made known in my letter to you of the 17th instant.

While I am of course desirous to avoid all occasions of discordant action so far as the Municipal body is concerned, I cannot undertake to give any pledge inconsistent with the obligations of Her Majesty's Government to that of the Emperor of China.

I am, Sir,
Your obedient Servant,
Charles A. Winchester,
H. M. Consul.

W. Keswick, Esq.,
Chairman, Municipal Council,

Comments *made in the Chinese department of* H. B. M.'s Consulate *on the copy of the Memorandum by* Y. Yung-kino, *on the Tax known as* Le-kin.

¶ 1.—The fact of the tax being for military purposes—that is, for the preservation of the Imperial Government against rebels and enemies—proves that it is an Imperial tax and not a local one. If stronger proof were needed, we have it in the fact that the money is never entirely spent in the province where it is collected, but is forwarded, according to orders from Peking, to any part of the Empire where military affairs are the most urgent.

¶ 2. 3, 4.—This tax in fact very much resembles the English income tax, which was originally imposed as a temporary measure to meet a pressing emergency, but which is continued to the present day, and is raised or lowered as occasion calls for. Having been collected for nine years, this tax can scarcely be said to be "not universally known among the people."

¶ 5.—The tax in question was the Ho She Keuen 貨市捐 (Ho and She Keuen) of which Le Keuen is but a comprehensive synonym. There is no such single tax as Fang She Keuen 房市捐, the Fang 房 Keuen and She 市 Keuen being two distinct taxes. The Ho Keuen 貨捐 is imposed on wholesale goods, and the She Keuen 市捐 on retail shops. The words Le Keuen 釐捐 or Le Kin 釐金 include, as before stated, both these taxes.

¶ 6.—The proclamation *B* refers only to the Fang Keuen 房捐, or the Taotai's House Tax, and does not mention the Ho She Keuen 貨市捐 in any way. It is a notice to the people pressing for their arrears of House Tax, some being some months, and some the whole year in arrear.

¶ 10.—As these taxes (the *Ho* and *She Keuen*) are assessed by the shopkeepers themselves, and levied according to the actual business done, it is probable that the shop in question does a very large and valuable trade, but at the same time the house occupied may be a small one, and the *foreign* Municipal rates small in proportion.

¶ 12.—It being admitted that the shopkeepers in the city are liable to this taxation in addition to the Chinese Municipal rates, why should the same class of shopkeepers who, for the sake of the large trade, choose to reside in the foreign settlements, be excempted from the payment of general taxes levied throughout the whole district, and only be called upon for foreign Municipal rates? That these rates are larger than those levied by the Chinese for the same purposes is not the fault of the Mandarins but it is evident that the largeness of the foreign Municipal rate is the real reason why "persons doing business in the Yang-king-pang" prefer having "their houses in the city," the Chinese Government taxes being allowed to be the same both inside and outside.

H. B. M. SUPREME COURT.

Shanghai, March 27th 1866.

Before Sir Edmund Hornby.

Provand & Daly *v.* Oxford & Co.

Judgment.

This is a suit to enforce specific performance of an agreement which is in the following terms:

Sketch of the agreement between Messrs. Provand and Daly and Messrs. Oxford & Co.

The latter take from the former the unexpired term of the lease they hold for the whole ground and four houses thereon erected and to be erected, part of which was occupied by the late Miller's hotel. They pay for the same an annual rent of £4,000 (four thousand Pounds) but as it will take some time to build all the houses, they take possession of the house now building in the centre and the one now used as a Billiard Room as soon as the former is finished, paying an annual rent of £1,600 from that day. This rent is increased to £2,800 as soon as the large house now building is finished, and to the above stated £4,000 when the fourth house which has been destroyed by fire has been rebuilt and is delivered. The building of all houses to be proceeded with at once.

Messrs. Provand & Daly will consult Messrs. Oxford & Co.'s wishes in finishing the houses now building and in building the house not yet commenced (burnt down). This house is to be rebuilt on the vacant piece of ground now in front of the same so as to be contiguous to the street. If Messrs. Oxford & Co. should wish to have a larger house or one differently built, Mr. A. Provand promises to do his best to make the original holders of the land agree to such alteration, for the extra cost of which Messrs. Oxford & Co. would have to pay. A proper contract to be made by Mr. Cooper Solicitor of Shanghai, and the contracting parties to bear each one half of the expence thereof.

(Signed) Oxford & Co.
(do.) Provand & Daly.

Shanghai, 27th April, 1863.

Under this agreement "a proper contract" is to be made out, and the first question that arises is, what is meant by a "proper contract." I think the acts of the parties show what they meant by it, and that their intention was that a Lease, in the nature of a sub-lease, should be granted by the Plaintiffs to the Defendants of the Land and Premises held by them from Mr. George Smith. It is also admitted on both sides that no other contract than one in the form of a Lease was ever mentioned between them. A Draft Lease was at the request of both parties prepared by Mr. Cooper, who for some time appears to have acted for both Plaintiffs and Defendants; this Draft Lease remained in the possession of the Defendants several months, was alluded to in more than one letter, and it is a Lease which they refused to sign.

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* Le-Keuen.
† Vide Chinese Repository, Vol. II page 431.
‡ Tax in question is not Li-Keuen.
§ Vide Futai's proclamation of last year 2nd moon.

The objections made by the Defendants to the Plaintiffs obtaining a decree of specific performance of this agreement,—are first, that the contract or agreement with reference to which the Lease was to be drawn, is too loose or uncertain to enable a Court to decree specific performance of it.

Secondly,- that the Premises which were to form the subject of the Lease, were not built or finished in such a way by the Plaintiffs as obliged the Defendants at law or in equity to perform their part of the agreement and sign a Lease for 15 years, and thirdly, that even assuming the original contract to be sufficiently certain, and the Plaintiffs to have performed their part of the agreement, yet that it having been discovered that the Lease, under which the Lessor of the Plaintiffs holds, was not under seal, the latter could not make out a good title.

This case was originally tried before the Assistant Judge, and the evidence taken before him, as well as that adduced at the trial before myself, is by the consent of both parties to form part of the case before me, and be considered by me in the decree which I am now called upon to give.

There was also a preliminary objection taken by the learned Counsel for the Plaintiffs when the rehearing came on, to the effect that the Plaintiffs had since the judgment of the Assistant Judge entered into a new contract with the Defendants. I was disposed to think at the trial, and am still of the same opinion that this objection to the rehearing came too late. The Plaintiffs, within the time allowed for a rehearing by the mistake of their legal adviser, applied for leave to appeal instead of simply for a rehearing as provided by the rules of procedure. The Defendants applied to set this application aside on the ground that the Plaintiffs had mistaken their remedy, which it was clear they had done. The mistake however was one so clearly of procedure and could have in no wise prejudiced the Defendants that, while setting aside the appeal, I allowed what I had no power to refuse—a rehearing under the 14 Section of the Order in Council. The facts upon which the Defendants now rely were fully within their knowledge then, and I think they should then have brought them forward.

They are simply these. The day after the judgment was given, the Defendants applied to be allowed to continue to occupy a portion of the Premises which under their Notice to quit they would have been obliged to leave immediately. The plaintiffs replied by the following note:—

Messrs. Oxford & Co.

Dear Sirs,—You can remain as long as it suits you, in that portion of the premises you occupy on the terms you name, Tls. 400 per month, payable in advance each month.

Yours truly
Provand & Daly.

On this application and answer, the Defendants rely, as disclosing a new contract, and showing a waiver of all rights under the one in dispute; but looking at the fact that the Plaintiff did make his application within the time allowed him by the Rules of Procedure, and that although several letters passed, they were all with the single exception of this one, "without prejudice" to the Plaintiff's rights as might be hereafter determined, and to the fact also that the Plaintiff himself states that he never had the least intention of sacrificing these rights, although he was willing not unnecessarily to inconvenience the Defendants, should the ultimate decision be also against him, *I do not think I* should be dealing fairly or equitably by the parties if, at this, the eleventh hour, I were to allow such an objection to prevail.

I pass now to the subtantial objections advanced by the Defendants to the decree which the Plaintiffs seek from the equitable jurisdiction of this Court; and I will take the last one first—i.e. that which relates to the fact of the Original Lease under which the Lessor of the Plaintiffs holds the Premises, not being under Seal. I have enquired of the Consular Department, and I find that it has been the constant, although not invariable practice of the Vice-Consul, to witness the signature of Parties to instruments in the nature of Leases, Transfers and conveyances, and of many other documents which by the *English Statute Law* are required to be under Seal, and that such instruments were always looked upon in this Consular Court, and as far as the knowledge of this Consulate goes, in all other British Consular Courts, in the light of Deeds. *I find also that* to decide now that all such documents are void because not under Seal would be to open up an immense amount of litigation, and to occasion all the evils which would spring from throwing doubts on the validity of documents which have hitherto been held and considered binding and valid. I am not disposed to incur this risk, the more especially as I have no evidence before me that the English Statute Law was binding on British subjects resident in or resorting to China, before the passing of the Order in Council under which this Court is constituted.

I am bound to take judicial notice that at the time the Lease in question was executed, Shanghai was, as it is now, not an English colony, but a city in a foreign country; but I am not bound to take judicial notice or to assume that English Law is binding on every one, Native or Foreigner, on a foreign soil.

No Order in Council has been brought under my notice declaratory that the Statute Law of England was binding on British subjects on Chinese soil at the time of the execution of this Lease, but on the contrary, I do find that special English Statutes were by certain Orders in Council declared binding, as also all such ordinances as the Superintendent of Trade, being Governor of Hongkong, should with the advice of the Legislature of that Island, declare to be binding on British subjects resident in or resorting to China; and I do not find the Statute requiring Leases to be under Seal, is one of those declared especially to be binding on British subjects in China, nor has any ordinance of the Colony of Hongkong of a similar character been brought under my notice. The exclusion of certain particular English Statutes by name to China, rebuts, rather than otherwise, the presumption that the whole Statute Law was ever declared to extend here—and the absence of all proof that any special Hongkong Ordinance applicable to China declaring that Leases must be under Seal, enables me, without any sacrifice of principle, to over-rule this objection.

With reference to the objection first on the List, I have already intimated my opinion that if the nature of the Agreement is to be collected with sufficient certainty to enable the Court to act upon it—thus, in the way of determining what Covenants are proper Covenants to be inserted in a Lease drawn under the contract, it is competent for a Court of Equity to decree a specific performance.

2nd.—*The Plaintiff* in his argument relied on nothing being said as to payment of taxes or to liability for repairs in the Agreement, as showing its looseness and uncertainty, but when nothing is said the Law will look to custom in such cases as deciding which of the parties, *i.e.* Landlord or Tenant, is to pay the taxes or make the repairs; and it can do so, as it appears to me, in the present case with quite sufficient certainty.

In several cases it has been held that the Court will carry out an agreement framed in general terms, when the Law will supply the details; indeed all the certainty that a Court of Equity requires, is that it be a reasonable one, having regard to the subject matter of the Contract, and the circumstances under which, and with regard to which it was entered into.

I have carefully looked through the cases cited by the learned Counsel for the Defendants, but, although unquestionably Authorities for the principle contended for by him, I do not think that, looking at the facts of this case, there is such uncertainty in the agreement as would prevent a Court of Equity from acting on it.

The last objection is the really important one, and I have given it the most anxious consideration, because I cannot but foresee that whichever way the case is decided, considerable pecuniary loss must fall on one of the Parties. If the Defendants are held to their bargain they will be called upon to pay a rent which, in the present depreciated state of House property in Shanghai, is far in excess of the value to them of the Premises, regard been had to the prevailing Rents of buildings superior and more convenient. If on the other hand, they are absolved from it, the Plaintiffs will lose the chief consideration for erecting buildings to suit the special wants and wishes of the Defendants, and for the expenditure of a considerable amount of capital for which now they would be unable to get such a return as originally induced the outlay.

In answer to the application of the Plaintiffs, the Defendants in fact say that, owing to the unfinished, uninhabitable, and untenantable condition of the Premises, it would be impossible for them to inhabit the Premises with safety or comfort, or to sub-let them during the *whole or any portion of the said term of 15 years*, and that they are therefore justified in refusing to sign a Lease.

The facts of the case as disclosed in the evidence are these. In 1863 the Plaintiffs were the Lessees of certain ground and buildings, and in the month of April of that year the Defendants agreed to take from them the unexpired term of the Lease with the Houses erected and to be erected thereon. It being also understood that the Plaintiffs were to adapt a portion of the Buildings, and build the remainder of them, according to the plans and wishes of the Defendants.

Under these arrangements the Defendants took possession of the lower part of No. 1 which was a Billiard Room over a Bowling Alley, in June 1863; of No. 2 (which was a new house) in October of the same year; of No. 3, (which was also a new house) in November 1863,—and of No. 4, (which was built from plans furnished by the defendants) on the 27th May 1864.

The defendants converted the upper part of No. 1 into a dwelling house, assuming that, as nothing to the contrary was stipulated, they had the right to make what alteration they liked, as long as they agreed to deliver the premises after the expiration of the 15 years' Lease in the same shape as they received them, and they consequently write to the plaintiffs informing them that, having made alterations in that part of the premises they hold on Lease from them, they bind themselves on the expiration of the Lease to replace them in the original state.

No. 2 they sub-let to Messrs. Kessegee, Parsee merchants, for a term of three years.

No. 3 they occupied and still occupy themselves—and No. 4, they sub-let to Kunst Rohl & Co. and subsequently on the failure of that firm to Gutschow & Co. who still occupy it.

In their answer, filed the 25th November 1865, no mention is made by the defendants of the Billiard Room in the way of complaint or otherwise. Their chief complaint is with respect to the house they themselves occupy, and with respect to the two houses that were sub-let by them to the Parsee merchant, and to Messrs. Gutschow & Co. The evidence with reference to these last goes to shew that although internal fittings were faulty, yet that the Tenants of defendants did not make any important complaints and evinced no unwillingness to continue their occupation, and the suggestion that their Tenancies should be put an end to, came from the defendants when they made up their minds to repudiate their obligation to sign a Lease. It *is also in evidence before me, that since the trial* before the Assistant Judge, the house in the occupation of Mr. Gutschow has been put in a state of repair satisfactory to the tenant, and without inconvenience to him, and that he has *expressed himself willing to lease* it from either the defendants or the plaintiffs.

With respect to the house in the occupation of the defendants, it is admitted by the plaintiffs that the internal fittings were very defective, but the plaintiffs say that such defects are inherent in every new building from the nature of the climate and the materials then usually employed; they also say that many of the defects have been exaggerated by the want of due care shown by the Tenants, and that they did from time to time, as they are still *willing to do, make all the repairs that were asked* of them; and it was only when the Defendants denied their liability to sign a Lease they refused to do all that was asked, although their Agent consented to, and actually did, even then *make certain repairs.* The Plaintiffs also state, and it is not denied, that in January 1864, after the Defendants had entered upon the occupation of all the premises except the house No. 4, that on asking for the Defendant's Lease which had for several months been then in the possession of the Defendants, they complained of the deficiencies of the internal fittings of house No. 3, and claimed an allowance out of the rent in respect of them, which was acceded to by the Plaintiffs, and the latter produce in evidence a paper in the handwriting of one of the Defendants to the following effect.

Regarding the house occupied by Messrs. Oxford & Co. it has been in addition agreed that the floors are *to be kept in good order by the lessors during the* term of contract, and that in consideration of the inefficient manner in which this house has been finished, Messrs. Oxford & Co. are to retain the *rent* for this house for the first quarter in the third year of this Lease towards renewing and repairing the fittings.
£300 from 1st January to 1st April, 1867.

To this arrangement the Plaintiff swears he consented, and he relies on it now to shew that having agreed to it, is now too late for the Defendants to repudiate their liability to sign a *Lease on the ground that the internal fittings* are defective, when in respect of those very defects they consented to receive a sum of £300.

It is also in evidence that about May 1864 the Defendants entered upon and were in the actual occupation, either personally or by their tenants, of all the premises and paid rent for the same; and that between two of the houses they had erected domestic offices for their servants; that they employed an Architect while the buildings were in course of construction that Mr. Arnold one of the Defendants himself was constantly on the premises, giving orders, making complaints and suggesting alterations, which were more or less complied with by the Plaintiffs.

In the month of January 1865, the Plaintiffs again applied to the Defendants for the Draft Lease which had been in their possession for several months, and received the *following* answer.

Messrs. Provand & Daly,

Dear Sirs,—Having received your cheque of sixty Taels for damage done through the falling down of the ceilings in the Drawing rooms, we now beg to enclose a short sight Oriental Bank Draft of £500 in payment of rent for the quarter beginning on the 1st instant.

At the same time we beg to inform you that in consequence of the uninhabitable state of the premises we have had them surveyed by two Architects and by two practical builders, all of whom consider the premises not only unfit for habitation at present, but also that no amount of repairs will suffice to place them in sound and tenantable condition.

We have therefore taken legal opinion *as to our* liability to sign a lease, and we find that we are not liable to sign a lease for fifteen years from date of *agreement or any lease whatever. We consider our*selves occupants or tenants from year to year only, and as such we hereby give you notice that we shall quit the premises we now occupy on the 31st December of the present year.

(Signed) Oxford & Co.

Shanghai, 7th January, 1865.

Afterwards a Lease was tendered to the defendants which they, acting upon the view they took in the above letter, refused to sign. The repudiation of liability to sign a lease for 15 years, being in fact contained in the letter of January 1865, it is unnecessary to go into the question of whether or not the lease tendered and which is stated to be an exact copy of the Draft Lease, which had been in the defendants' possession several months previous to January 1865, contained the proper covenants, as it is clear that the objection of the Defendants was not limited to the *particular* Lease, with reference to which no objection had ever been made by them, but to *any* Lease.

The question then between the parties is narrowed to whether or not under all the circumstances disclosed in the evidence, the Plaintiffs are entitled to a decree of this Court for specific performance of the agreement as understood by all parties to be the acceptance of a Lease of the Premises *for 15 years*, or whether, in consequence of the laches of the Plaintiffs, they are justified in repudiating the obligation cast upon them by that agreement.

It is unquestionably incumbent on a plaintiff applying to a Court of equity *for a* specific performance, to show that he has performed, or has been ready or willing to perform all the essential terms of the contract on his part to be performed, and that he is also ready and willing to do all matters and things on his part thereafter to be done; and a default on his part furnishes unquestionably a ground upon which such an application may be resisted.

Now, when inquiring in this case whether the plaintiffs have performed all the essential terms of their contract, the Court is bound to take into its consideration the *time* when the agreement was entered into. It is not denied that the houses were built; that the wishes of the defendants were consulted, and that one of the houses was built on plans furnished by them. *It is in evidence also that during the years 1863* and 1864, it was not possible to procure such skilled workmen as before or since those years; that up to the time when the defendants refused to sign a lease the plaintiffs were always ready and willing to do all that they were called upon to do. I do not think that I am in this case justified in following the example of the master of the Rolls in the case of Tilderly, v. Clarkson, or that of the Assistant Judge on the last hearing of this case, by going myself to view the premises with the view of seeing their present state of repair—with that present state I conceive I have nothing to do; and on the evidence, I am not at all certain that the present state of dilapidation which the premises are stated to be in, is not to some extent owing to the determination of the Tenant not take a lease. By that I mean that he has not taken such care of the premises as he would have done had he intended to remain tenant for a term of 15 years. What I have to determine is whether in January 1865, the time when they refused to perform their part of the agreement, there had been such default on the part of the plaintiffs in the performance of their part of the contract, as would be a good ground of resistance to the present suit. Were there at such time such material defects of construction as would, looking at the terms upon which they were to hold the premises, absolve the defendants from the performance of their part of the contract?

I pass by for the moment all questions of Waiver on the part of the defendants either arising out of their entrance or continued occupation of the premises, or of their having agreed to accept an abatement of Rent as an equivalent for the unfinished state of the fittings *in the house No. 3.*

The case of the defendant, as it appears in his answer, and which on the trial he supported by reference to the case of *Tilderly v. Clarkson*, is that after the entry and occupation by themselves and their tenants of the premises, they were found to contain structural defects of a very serious nature and were becoming unsafe and uninhabitable; that the fittings and furnishing were defective—the ceilings and cornices being broken and cracking, and *that no amount* of repairs would, as regards No. 3, place it in a sound and tenantable condition, that repairs to all three of the houses would always be necessary, and the structural and other defects increased so much that if a lease of the premises were executed by them on the terms of the memorandum, they the defendants would, under the Covenant to maintain and repair, be subjected to a large annual outlay above the yearly rent and ordinary repairs.

Now the first observation I would make on this portion of the defence, is with reference to the "Covenant to maintain and repair" assumed to be a portion of the terms of the memorandum. I can find nothing in the memorandum about repairs, and not finding anything I cannot infer that Tenants were bound to do more than are usually held to be tenants' repairs. Then with regard to the structural defects—the evidence on both sides goes rather to show that structural defects were limited to the deficiencies in the joists of the ceilings of the No. 3 house. Nothing of the least importance in the sense of "structural defects" (if that term is limited to defects in the acts of construction)—is shown to exist. It is unquestionably true that the joiner's work was not as good as it might have been; but I think that this arises from the nature of the materials then usually employed, and the absence of such skilled labour as can perhaps be now procured, and it is evident that the plaintiffs have always shown a readiness and willingness to remedy the evils and the inconveniences as they arise and for which morally they were no more to blame than the defendants. It must be remembered in deciding on this case that the defendants had full knowledge of the builder's contract—that they themselves employed an architect, and from time to time made suggestions which were carried out. No doubt complaints were made, but the evidence tends to show that there was every disposition on the part of the plaintiffs to remove the cause of them by all the means at their command, and if anything has not been done that might have been done in January 1865, the defendants have no one, as it appears to me, to thank but themselves. This is no case of concealment or misrepresentation. Both parties knew, the one as well as the other—the facilities and inconveniences of building in Shanghai—the nature of its climate—the materials employed, and the unskilfulness of its workmen; and in the absence of any specific arrangement as to the character or class of houses to be built, they must be held to have contracted—the one to build, and the other to occupy houses, such as could then be built with the means and appliances at hand.

It seems to me the error of the defendants arises from the idea they seem to have entertained, that under the memorandum of agreement they were bound to do repairs which usually and in the absence of any special provision a Landlord is alone bound to do—whereas in fact no mention is made in the memorandum of any such obligation; and it is clear to my mind that all they would have had to do, and will have to do—was and is to keep the house in a fair state of tenantable repair regard being had to ordinary wear and tear, and the condition of the premises at the time of their occupation. I do not mean to say that the plaintiffs were not bound to furnish them with houses in a fit and proper state of tenantable repair. I think they were so bound, and that during the continuance of the whole term they would be bound to repair all defects arising from faulty construction, the moment such defects were discovered; and by this term, *I mean faults of* material and faults of workmanship; but I do not find on the evidence before me that the plaintiffs ever showed any unwillingness to make such repairs or cure such defects when they became apparent.

I think the answer of the defendants shows the error into which they have fallen, and when I look at the weight of the evidence of what it would even now require to put the premises into a fair state of repair and which would not certainly amount to half a year's rent, I cannot say that I see that the plaintiffs have *failed to* perform, or failed to show a willingness to perform, all the essential items of the contract on their part to be performed.

The case of Tilderly v. Clarkson, I do not consider an authority in the present suit. In that case the defects were of the most serious nature; there was a strict covenant to keep in repair, and the structural defects in the walls and beams showed that a sum equal to the aggregate rent to be paid *during the whole term* would be required to put and keep the house in repair. There had been no entry occupation or enjoyment of the premises for any but an insignificant period, and there was undoubtedly misrepresentation. In the case before me, the defects can be cured by—comparatively to the rent reserved—a small outlay. There is no covenant in the original agreement on the part of the tenant to repair. There has been a long occupation of every part of the building. In respect of one portion of the premises no complaint has been made; of another portion two tenants have left because the defendants induced them to do so, but not on account of the state of the houses occupied by them, but simply because, owing to the fall in rents, they could get other premises at a cheaper rate; and in respect of the house in the actual occupation of the defendants, there has been no agreement between plaintiffs and defendants amounting in my mind to a waiver of any claim on the part of the latter with respect to deficiencies in the internal fittings. Misrepresentation, as I have already said, there has been none, for the defendants had as ample opportunity (and largely availed themselves of it) of supervising the erection of the buildings as the plaintiffs themselves, and moreover the defendants have themselves since their occupation altered the premises, and have built other premises; and when to all this is added, 1st the fact that the buildings were erected with special reference to the wants and wishes of the defendants, and 2nd that there is good ground for believing that had more care been taken of the premises by the tenants, had the agreed £300 been spent on the house in their occupation, and had no repudiation of the liability to sign a lease taken place, which naturally disinclined the Landlord to spend more money on the buildings (if even the tenant would have consented to his doing so) they would not now be in the state in which they are represented to be. I cannot but think I should be doing wrong in absolving the defendants from performing their part of the contract.

It would be highly dangerous in my opinion to permit parties to defer the carrying out of an agreement for a lengthened time after taking possession and exercising rights such as would only be—or at least only ought to be—(as in this case) exercised by a lessee for a lengthened term, especially when the time lost has afforded the defendants an opportunity of seeing that their bargain is very likely by the general depreciation in the value of property, to prove a losing one. In this case the defendants have had the actual possession of the property for a lengthened period, and I think a Court of Equity is bound in a case like this to compel them to perform their portion of the contract.

My decision is based on the following reasons:

1st.—I think the plaintiffs, if they have not actually performed to the letter their agreement, have shown every readiness and willingness to perform it, and they are still ready and willing. That there is insufficient evidence of radical structural defects, and distinct evidence that the deficiencies may be cured by the expenditure of, comparatively to the rent reserved, a small sum. That there is no special covenant to repair on the part of the tenant; they must be taken to have contracted to lease houses, such as could then be built with the materials and labor at hand; that the evidence shows they were so built although the internal fittings are now admitted faulty—although it may be doubted whether such faultiness is the result of original incompetence or unfitness, or the want of reasonable care in the use of them by the tenant—that the defendants had every opportunity afforded them, and availed themselves of it, of seeing how the buildings were being built—that the buildings were erected with special reference to their requirements and wishes—that they entered on and have exercised rights such as no tenant except a tenant for a long term would or ought to exercise—that they have sub-let two of the houses—that the tenants left these two houses at the request of the defendants and not in consequence of the state of repair which their houses were in—that the occupation of the defendants has been for a long period—that they are not bound under the agreement to do repairs, other than those required by Law and usage,—that with respect to the house they occupy they have waived any ground of complaint as to its internal fittings by the agreement to accept a rebatement of rent to the amount of £ 300—that if such amount had been then expended, the repairs required now would not have been so extensive, if indeed any would have been required.

On all these grounds there must be a decree of specific performance and a reference to the proper officer of this Court to settle a lease in conformity with the agreement. The plaintiffs will of course be bound to act up to their engagements, or otherwise incur the penalty which in the shape of damages a Court of Law will be able to inflict on them.

I am sorry to differ from the learned Judge who tried this case, and it is a satisfaction for me to know that if I am wrong in the view I have taken, there exists another tribunal far more fit than either of us to do justice in a matter of this importance, and that the opinion of the Privy Council may by a very simple process be taken. Should there be an appeal I would suggest that some interim agreement be come to by both parties without prejudice to the rights of either. On the one hand the plaintiffs might set to work and do such repairs as they are bound to do—while the tenant of the house No. 4, who is in occupation, might pay his Rent into Court to abide the result.

MISCELLANEOUS.

FRENCH MEDICINES IN VOGUE.

New and most valuable Medicines, for hitherto intractable and incurable Diseases.

UNLIKE the Patent Medicines generally imported from the United Kingdom, the following from France have been severely tested and scrutinised by the most eminent Government and private analytical and operative chemists and practising physicians of Paris, &c., insomuch that the entire Parisian Medical Faculty attached to the Government and other Hospitals, &c. in the French Dominions, can, after rigorous trials, with the fullest confidence, recommend them to the favourable notice of all languishing, not only under ordinary diseases but those who may be "hoping against hope."

No more Cod Liver Oil,---Syrup of Iodised Horse-Radish.

Prepared by Grimault & Co.

According to the Certificates of the physicians of Paris Hospitals detailed in the prospectus, and with the approbation of several Academies, this Syrup is employed with the greatest success in place of Cod Liver Oil, to which it is really superior. It cures diseases of the chest, scrofula, lymphatic disorders, green sickness, muscular atony, and loss of appetite; it regenerates the constitution by purifying the blood; and is, in a word, the most powerful depurative known. It never fatigues the stomach and bowels like the Iodide of Potassium and the Iodide of Iron, and is administered with the greatest efficacy to young children subject to humours, or obstruction of the glands. Dr. Cazenave, of St. Louis Hospital, Paris, recommends it particularly in cutaneous diseases, conjointly with the pills which bear his name.

No more Consumption.

Diseases of the Chest.—Syrup of Hypophosphite of Lime, manufactured by Grimault & Co., Chemists of Rue de la Feuillade, Paris. This new medicine, which is delicious to the palate, is a sovereign remedy for coughs, colds, irritation of the lungs, and is also an excellent remedy in cases of consumption. Under its influence the cough abates, nocturnal perspirations cease, and the patient rapidly recovers health and flesh.

No more Indigestion or Dyspepsia.

Digestive Elixir of Pepsine, prepared by Grimault & Co. Chemists, 7 Rue de la Feuillade, Paris. Pepsine is the gastric juice itself, or rather the active principle purified which digests food in the stomach. When from various causes the supply of the digestive fluid is too small, the inevitable consequences are indigestion, gastritis, gastralgia, inflammation of the mucous coats of the stomach and bowels, heartburn, anæmia, loss of strength, and in females general derangement. The *Elixir of Pepsine,* which is sanctioned by the approbation of the Paris Academy of Medicine, speedily cures all such diseases, and prevents vomiting during pregnancy.

No more poverty of the Blood and Pale Complexion.

Dr. Lera's Phosphate of Iron.—This new ferruginous medicine contains the elements of the blood and bones, and iron in a liquid state. From observations made in the Paris Hospitals and detailed in the Prospectus, it is superior to ferruginous pills, lactate of iron, iron reduced by hydrogen, pills and syrup of the iodide of iron, and cures rapidly stomach complaints, painful digestion, poverty of blood, loss of strength and appetite, and the diseases incident to females. It is the best adjunct to cod liver oil, and the best preserver of health in tropical climates.

Internal or Local.

New-Curative Agent.

MATICO.

Grimault and Co.,—Paris.

This new remedy is prepared from the leaves of a Peruvian pepper shrub called Matico, and *cures promptly* and *infallibly,* without any fear of inflammatory results. The great majority of Physicians in Paris, Russia, Germany and New York, now use no other remedy. Full directions accompany each bottle and Packet, or an explanatory Treatise will be sent post free for 9d.

General Depots:—
In Paris,—Grimault & Co.
In Shanghai,—J. Llewellyn & Co.
In Hongkong,—J. J. da Silva e Souza.
In Singapore,—R. Jamie.
And every good druggist.

tf 044 30th September, 1865.

HALL & HOLTZ,
SHIP CHANDLERS, STOREKEEPERS
AND BAKERS,
BREAD AND BISCUITS.
SHANGHAE.

[*Edited by* R. Alexander James, *Printed & Published every Saturday, at the North-China Herald Office, Shanghai.*]

SUPPLEMENT
TO THE
"NORTH-CHINA HERALD," APRIL 7, 1866.

SHANGHAI TEA, SILK, COTTON, AND OPIUM RETURNS FOR SEASON COMMENCING JUNE 1ST, 1865.

From Imperial Maritime Customs.

TEA.

GREAT BRITAIN.

	Cleared	*Destination*	*Congou.*	*Souchong.*	*Dust.*	*Flowery Pekoe.*	*Brick.*	*Total Black.*	*Japan Unclassed.*	*Sorts.*	*Young Hyson.*	*Hyson.*	*Hyson Skin.*	*Twankay.*	*Imperial.*	*Gun Powder.*	*Total Green.*
last	Report, ...	....	225910.64	...	1295.52	29.00	...	227235.16	1343 04	2293.94	23897.98	13523.78	49.75	3199.13	7038.23	17962.30	79317.15
en	April 5	Liverpool	5.00	...	...	...	...	5.00	...	...	...	...	...	...	...	...	...
	„ 5	„	396.71	...	...	...	...	396.17	...	...	...	...	...	...	...	...	...
			226311.81	...	1295·53	29.00	...	227636.33	1343.04	2293.94	23897.98	13523·78	49.75	319913	7038.23	17962.30	79317 15
			...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

HONGKONG AND COAST PORTS.

	Cleared	*Destination*	*Congou*	*Souchong*	*Oolung.*	*Flowery Pekoe.*	*Brick.*	*Total Black.*	*Japan Unclassed.*	*Dusts.*	*Young Hyson.*	*Hyson.*	*Hyson Skin.*	*Twankay.*	*Imperial.*	*Gun Powder.*	*Total Green.*
r last	Report	....	4200.42	...	...	51.30	11806.08	16057.80	20.58	160 64	9.34	2242.47	..	...	6.11	24.81	2463.94
n,...	Mar. 15	Tientsin	...	...	...	...	2219 08	2219.08	...	...	...	...	...	...	...	...	...
li,...	„ 26	do	...	...	...	...	794.70	794.70	...	100.00	...	...	...	...	...	...	100.00
......	„ 31	Hongkong	...	...	...	...	...	...	...	...	...	63.30	...	...	...	...	63.30
......	April 5	do	2.28	...	...	...	...	2.28	...	...	...	32.55	...	...	...	...	32.55
......	„ 5	Tientsin	...	...	...	...	...	...	...	97.50	...	...	...	...	...	...	97.50
......	„ 5	do	404.16	...	...	...	...	404.16	...	...	...	...	...	...	...	...	...
			...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
			...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	...	....	4606.86	...	...	51.30	14819.86	19478.02	20.58	358.14	9.34	2338.32	...	...	6.11	24.81	2757.29

UNITED STATES.

p.	*Cleared.*	*Destination.*	*Congou.*	*Souchong.*	*Oolung.*	*Flowery Pekoe.*	*Brick.*	*Total Black.*	*Japan Unclassed.*	*Sorts.*	*Young Hyson.*	*Hyson.*	*Hyson Skin.*	*Twankay.*	*Imperial*	*Gun Powder.*	*Total Green.*
er last	Report......	....	2459.35	...	...	...	...	2459.35	2652.07	334.89	45255.25	9188.29	887.55	5348.92	9244.64	10735.12	83646.73
....	Mar. 15	New York, ...	...	...	...	...	...	...	120.00	...	3007.30	539.88	38.68	412.86	429.75	506.23	5054.70
			...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
			...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
			...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
			2459.85	...	...	...	...	2459.35	2772.07	334.89	48262.55	9728.17	926.23	5761.78	9674.39	11241.35	88701.43

SILK.

GREAT BRITAIN.

Ship	*Cleared*	*Destination*	*Raw*		*Thrown*		*Total.*		JAPAN *Re-exports*		JAPAN *Transhipment*		*Coarse.*		*Refuse.*		*Cocoons.*	
			Bales	Picuts	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bls.	Pls.	Bales	Piculs	Bales	Piculs.
Total as per last	Report	....	34381	27418.90	38	35.13	34419	27454.03	129	102.25	4461	...		18.53	1118	2170.40	....	
Labourdonnais...	Mar. 28		157	137.56	...	...	157	137.56	...	...	...	...	......		...	...	....	
Ganges	„ 29		322	259.78	...	...	322	259.78	...	...	...	...	......		..	...	....	
Maiden Queen ...	April 5		...	...	...	...	...	...	...	...	...	...	......		7	11.89	....	
Lockett	„ 5		...	...	...	...	...	...	...	...	...	...	......		44	81.02	....	
			...	...	...	...	...	...	...	...	...	...	......		...	...	....	
			34860	27816.24	38	85.13	34898	27851.37	129	102.25	4461	...		18.53	1169	2263.31	....	

THE CONTINENT.

Ship.	*Cleared.*	*Destination*	*Raw*		*Thrown*		*Total*		JAPAN. *Re-exports*		JAPAN. *Transhipment*		*Coarse*		*Refuse*		*Cocoons*	
			Bales.	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bls	Pls.	Bales	Piculs	Bls.	Piculs
Total as per last	Report	....	6560	5208.08	49	42.77	6609	5250.85	162	128.06	1269	....	52	44.12	14	25.65		166.86
Labourdonnais...	Mar. 28	France	46	37.26	...	...	46	37.26	...	...	110	....	......		..	...		......
Ganges	„ 29	„	7	5.60	...	...	7	5.60	...	...	...	......	....		...	...		......
			6613	5250.94	49	42.77	6662	5293.71	162	128.06	1379	......	52	44.12	14	25.65		156 86
			......		....		...	...	...	...	......	......	....		......			....

HONGKONG & COAST PORTS.

Ship	*Cleared*	*Destination*	*Raw*		*Thrown*		*Total*		JAPAN *Re-exports*		JAPAN *Transhipment*		*Coarse.*		*Refuse*		*Cocoons*	
			Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bls.	Pls.	Bales	Piculs	Bales	Piculs
Total as per	last Rpt.	....	38	30.14	......		38	30.14	......		......			...	......		......	
Mona, ...	Mar. 5	Hongkong,	2	2.58	......		2	2.58	......		......		1	0.80	......		......	
			......		......		......		......		......			...	......		......	
			40	32.72	......		40	32.72	......		......		1	0.80	......		......	

UNITED STATES.

Ship.	*Cleared.*	*Destination*	*Raw.*		*Thrown.*		*Total.*		JAPAN *Re-exports*		JAPAN *Transhipment*		*Coarse*		*Refuse*		*Cocoons*	
			Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bls.	Pls	Bales	Piculs	Bales	Piculs
Resolute ..	Mar. 15	New York	...	...	....		...	...	....		....		..	..	87	85.00	....	

TO INDIA.

Ship	*Cleared*	*Destination*	*Raw*	*Thrown*	*Total*	JAPAN. *Re-export*	JAPAN. *Transhipment*	*Course*	*Refuse*	*Cocoons*
Total as per last	Report		16 20·24	......	16 20.24	......	......	......	......	......
Cadiz, ...	Mar. 15	Bombay	48 38·15	......	48 38.15	......	......	......	......	......
			......	......	......	......	......	......	......	......
			64 58.39		64 58.39					

TO MANILA.

Ship.	*Cleared*	*Destination*	*Raw*	*Thrown*	*Total*	JAPAN *Re-export*	JAPAN *Transhipment*	*Course*	*Refuse*	*Cocoons*
Total as per last	Report		......	......	......	......	......	......	......	......
Shanghai	Feb. 15	Manila	33 26.40	.. ...	33 26.4	......	......	......	......	......

COTTON.

SHIP.	Cleared		GREAT BRITAIN. *Export*	GREAT BRITAIN. *Re-export*	GREAT BRITAIN. *Transhipped*	HONGKONG. *Export*	HONGKONG. *Re-export*	HONGKONG. *Transhipped*	COAST PORTS. *Export*	COAST PORTS. *Re-export*	COAST PORTS. *Transhipped*	JAPAN. *Export*	JAPAN. *Re-export*	JAPAN. *Tran-shipped*	AMERICA. *Export*	AMERICA. *Re-export*	AMERICA. *Tran-shipped*	TOTAL *Piculs.*
l as per last	Report		13,402	...	...	50,501	3,447	1,707	39,920	1098	...	375	...	...	...	...	...	110,609
et Paul Feurt	Mar,	...	...	...	...	...	...	...	350	...	...	...	...	...	...	...	...	350
leck	...	...	...	...	...	...	...	...	623	...	...	...	...	...	...	...	...	623
apore	...	...	...	...	...	38	...	...	...	...	...	...	...	...	...	...	...	38
lura.	...	...	...	...	...	...	...	...	325	...	...	...	...	...	...	...	...	325
den Queen	...	...	7,798	...	...	...	...	...	...	...	...	...	...	...	...	...	...	7,798
kett	...	...	4,187	40	...	...	...	...	...	...	...	...	...	...	...	...	...	4,227
	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
			...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
			25,477	40	...	56,542	3,447	1,707	[illegible],224	1,098	...	375	...	...	...	...	...	129,970

OPIUM:

OPIUM RETURN FOR WEEK ENDING 31ST MARCH, 1866.

IMPORTED.	Malwa. Chests.	Malwa. Weight.	Patna. Chests.	Patna. Weight.	Benares. Chests.	Benares. Weight.	Turkey. Chests.	Turkey. Weight.
Imported and stored on board Receiving Vessels...	148	148.00	100	120.00	50	60.00	...	...
Imported and transhipped for re-exportation without being stored on board Receiving Vessels or landed...	...	...	...	...	...	...	...	...
Imported direct to the shore	...	...	...	...	...	...	...	...
Total ...	148	148.00	100	120.00	50	60.00	...	...

	Malwa. Chests.	Malwa. Weight.	Patna. Chests.	Patna. Weight.	Benares. Chests.	Benares. Weight.	Persian. Chests.	Persian. Weight.
Landed from Receiving Vessels and intended chiefly for Local consumption ...	66½	66.50	184	220.80	33	39.60	1	1.00

RE-EXPORTED.

Description.	Chinkiang. Chests.	Chinkiang. Weight	Kiukiang. Chests.	Kiukiang. Weight.	Hankow. Chests.	Hankow. Weight.	Chefoo. Chests.	Chefoo. Weight	Tientsin. Chests.	Tientsin. Weight.	Newchwang. Chests.	Newchwang. Weight	Ningpo. Chests.	Ningpo. Weight.	Foochow. Chests.	Foochow. Weight.	Hongkong. Chests.	Hongkong. Weight.	Takao. Chests.	Takao. Weight.	Total Chests.	Total Weight
Malwa...	63	63.00	46	46.00	60	60.00	135	135.00	182	182.00	10	10.00	69	69.00	...	...	...	...	...	...	565	565.00
Patna ...	2	2.40	...	...	2	2.40	...	...	...	...	...	...	7	8.40	...	...	...	...	...	...	11	13.20
Benares	...	...	...	...	5	6.00	...	...	...	...	...	...	...	...	...	...	...	...	...	...	5	6.00
Persian	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Turkey	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Total ...	65	65.40	46	46.00	67	68.40	135	135.00	182	182.00	10	10.00	76	77.40	...	...	...	...	...	...	581	584.20

MISCELLANEOUS.

LEA & PERRINS'
CELEBRATED

PRONOUNCED BY CONNOISSEURS, to be the ONLY GOOD SAUCE, and applicable to EVERY VARIETY OF DISH.

EXTRACT OF A LETTER from a MEDICAL GENTLEMAN at Madras, to his Brother at WORCESTER, May, 1851.

"Tell LEA & PERRINS that their SAUCE is highly esteemed in India, and is, in my opinion, the most palatable as well as the most wholesome Sauce that is made."

WORCESTERSHIRE SAUCE.

Sold universally by the principal dealers in Sauces;—Wholesale and for Exportation by the Proprietors LEA and PERRINS, 68, Broad-street Worcester, & 19, Fenchurch-street London.—BARCLAY & SONS ;—CROSSE & BLACKWELL, and other Oilmen and Merchants, London.

CAUTION.

LEA AND PERRINS

Beg to caution the Public against spurious imitations of their celebrated

Worcestershire Sauce.

L. & P. have discovered that several of the Foreign Markets have been supplied with SPURIOUS IMITATIONS, the labels closely resembling those of the genuine Sauce, and in one or more instances the name of L. and P. *forged.*

L. and P. will proceed against any one who may manufacture or vend such imitations, and have instructed their correspondents in the various parts of the world, to advise them of any infringement of their rights.

ASK FOR LEA AND PERRINS' SAUCE.

*** Sold Wholesale and for Export, by the Proprietors, Worcester; Messrs. CROSSE and BLACKWELL; Messrs. Barclay and Sons, London; &c., &c.; and by Grocers and Oilmen universally.

31de-66 672 December 23rd, 1865.

DINNEFORD'S FLUID MAGNESIA

Is the great remedy for

ACIDITY OF STOMACH, HEADACHE HEARTBURN, INDIGESTION, SOUR ERUCTATIONS & BILIOUS AFFECTIONS.

It is the Physician's cure for

GOUT,

RHEUMATIC GOUT, GRAVEL, and other complains of the Bladder, and in cases of

Fever and Feverish Irritability of the Skin

it produces grateful cooling effects. As a safe and gentle Medicine for Infants, Children, Delicate Females, and for the sickness of Pregnancy, Dinneford's Magnesia is indispensable, and when taken with the Acidulated Lemon Syrup forms

A Delightful Effervescing Saline and Aperient.

Prepared by

DINNEFORD & Co.

Chemists, London,

And Sold by Druggists and Storekeepers throughout the World.

CAUTION.—Ask for *Dinneford's Magnesia*, and see that

"Dinneford & Co." is on every Bottle and Label.

A. S. WATSON,—*Agent, Hongkong.*

23de-66 669 December 23rd, 1865.

TELEGRAMS TO EUROPE PER INDO-EUROPEAN, MALTA AND ALEXANDRIA AND MALTA AND TRIESTE LINES.

THE Undersigned beg to tender their services for receipt or transmission of Telegrams by the above lines.

J. GIBSON THOMSON & Co.
Agents for Reuter's Telegram Company, (Limited.)
Point de Galle, Ceylon, 21st Sept, 1865.
tf 660.

NOW Ready, and For Sale at the Office of this Paper.

THE HONG LIST

FOR JANUARY 1866.

MISCELLANEOUS.

BENZINE COLLAS.

THIS preparation is of the greatest use in dissolving out all greasy stains from Silk, Cloths, and Wearing Apparel of every description, as also from Furniture, Carpets, &c. However delicate the fabric, this liquid will not damage it; and being perfectly neutral, it may be used for removing Grease Stains from Valuable Papers and Drawings. For cleaning Gloves it stands unrivalled. Price 1s. 6d.

Agents, J. Sanger & Son; 150, Oxford Street, London, Watson, Cleave & Co, Shanghai and all Chemists and Druggists. Observe the name, "COLLAS," all others are counterfeits.

o-a-f 17fe-1867 696 Feb., 17th 1866.

Cordial of the Benedictine Monks of the Abbey of Fecamp.

THIS Liqueur which dates from 1510, is Tonic, Anti-apoplectic, Digestive, and of an exquisite flavour. The Salutary Plants of which it is composed are gathered on the Cliffs of Normandy, they possess all the vivifying emanations of the Northern Sea, and compose one of the best Cordials and one of the most efficacious preservatives against epidemic diseases.

Latterly the French Medical men have almost unanimously prescribed it for patients who by their gastric tendency were more subject to attacks of FEVER AND CHOLERA. May be had of

A. Legrand Aine, at Fecamp.

HOUSE IN PARIS.—No. 19, RUE VIVIENNE.

This Liqueur may be found all over the World at the Principal Wine and Spirit Merchants, Pharmaceutists, Confectioners, Grocers, and Dealers in Provisions in General, &c.

27ja 689 January 27th, 1866.

ELLWOOD'S PATENT AIR-CHAMBER HAT
ELLWOOD AND SONS LONDON
FOR INDIA
Protects the Head from the heat of the Sun

Stamp on lining of all genuine Hats and Helmets.

International Exhibition of 1862.

PRIZE MEDAL

AWARDED TO

J. ELLWOOD & SONS,

FOR

PATENT AIR-CHAMBER HATS AND HELMETS,

As the only suitable Head-dress for India and Tropical climates, being not only the coolest and most comfortable, but also by far the most durable, and consequently the Cheapest Head-dress in use.

The Patent Air-Chamber Hats and Helmets may be obtained by the Public of several of the principal Hatters, &c., in London, and the chief towns of India, and by the Trade of the Patentees—

J. ELLWOOD & SONS,

Wholesale Manufacturers of HELMETS and HATS of all kinds.

GREAT CHARLOTTE STREET (8), LONDON.

25my o-a-w, 664 November 25th, 1865.

FIELD GLASSES.—BURROW'S

BINOCULAR FIELD and SEA GLASSES

Finest Quality. Specially Mounted to stand Climate.

£3. 13s. 6d., £6. 6s., and £8. 8s. Power in proportion to price.

ALUMINIUM GLASSES,

EXTREMELY LIGHT,

£10. 10s., £14. 14s., £16. 16s., and £18. 18s. The Large Glass at £18. 18s. (6 by 5 inches) is one of the most POWERFUL yet made.

Address, with Remittance:

W. & J. BURROW, MALVERN, ENGLAND.

Telescopes, Opera Glasses, Aneroid Barometers, &c.

CAUTION,—BURROW'S Glasses bear their Name and Address.

To order through Messrs. SMITH, ELDER & Co., or Messrs. GRINDLAY & Co.

14oc-66 o-a-f 652 Oct. 14th, 1865.

SHIPPING INTELLIGENCE.

ARRIVALS.

DATE.		SHIP'S NAME.	FLAG & RIG.		TONS	CAPTAIN.	FROM	SAILED		CARGO.	CONSIGNEES.
March	30	Express	Br	str	290	Whitelow	Ningpo	March	29	General	David Sassoon, Sons and C
...	30	Erl King	Br	str		Pinel	Sydney	...	4	Ballast	Chapman, King and C
...	30	Minerva	Br	bark	290	Fox	Fuchau	...	17	Poles	Smith, Kennedy and C
...	31	Kiangse	Am	str	574	Law	Ningpo	...	30	General	Russell and Co
...	31	Fusi-Yama	Br	str	1200	Hardie	Hankow	...	29	do	Dent and Co
...	31	Shanse	Am	str	561	Hamond	Hankow	...	28	do	Russell and Co
...	31	Ta-pang-nyo	Br	str	517	Grindell	Taku	...	28	do	Trautmann and Co
...	31	Tahwah	Am	str	245	Andrews	Hankow	...	29	do	H. Fogg and Co
...	31	Taechang	Fr	sch	102	Iribarren	Tientsin	...	20	do	Buissonnet and Co
April	1	Express	Br	str	290	Whitelow	Ningpo	...	31	do	David Sassoon, Sons & C
...	1	Isabella	Br	ship	1050	Capper	Shields	Oct	23	Coals	Russell and Co
...	1	Yangtsze	Br	ship	688	Kimball	Sydney	Feby	20	do	Frazar and Co
...	2	Kiangse	Am	str	574	Law	Ningpo	April	1	do	Russell and Co
...	2	Tun-sin	Br	str	610	Bound	Ningpo	...	1	do	Geo. Barnet and Co
...	2	Princess Alexandra	Br	bg	228	Saabye	Sydney	Jan	19	do	Augustine Heard and C
...	3	Express	Br	str	290	Whitelow	Ningpo	April	2	General	David Sassoon, Sons and
...	3	Little Orphan	Am	str	160	Wendall	Hongkong	March	25		Master
...	3	Lightfoot	Br	baq	472	Risk	Fuchau	...	26	Poles	Wheelock and Co
...	3	Kahlamba	Br	baq	319	Gordon	Sydney	Jan	3	Coals	Frazar & Co
...	3	Scindia	Br	sh	897	Carr	Nagasaki	March	30	General	Smith, Kennedy and C
...	3	Kiang-loong	Am	str	945	West	Hankow	April	1	do	Augustine Heard and C
...	3	Aviso	Port	str	230	Gerrits	Nagasaki	...	1	do	T. Kroes and Co
...	4	Kiangse	Am	str	574	Law	Ningpo	...	3	do	Russell and Co
...	4	Cadiz	Br	str	481	Bluett	Hongkong	March	31	do	Wm. Davison, for Agent
...	4	Huquong	Am	str	1383	Simmons	Hankow	April	1	do	Russell and Co
...	4	Ying-tsze-fei	Br	str	315	Stocks	Tientsin	...	1	do	Trautmann and Co
...	4	Suwo Nada	Am	str	1802	Jayne	Hongkong			do	Augustine Heard and C
...	5	City of Nantes	Br	str	201	Gibson	Tientsin	March	31	do	Dow and Co.
...	5	Express	Br	str	290	Whitelow	Ningpo	April	4	do	David Sassoon, Sons and
...	5	Dumbarton	Br	str	914	Shaw	Taku	...	1	do	Gibb, Livingston and C
...	5	Labourdonnais	Fr	str	872	Pelissot	Hongkong	...	1	Mails, &c.	Messageries Imperiales
...	5	Betty Pearl Back	Ham	baq	361	Blome	Cardiff			Coals	Bourjau Hübener and C
...	6	Singapore	Br	str	742	Edmond	Hongkong	April	1	Mails, &c.	Wm. Davison, for the Ag
...	6	Kiangse	Am	str	574	Law	Ningpo	...	5	General	Russell and Co
...	6	Nepaul	Br	str	541	Davis	Yokohama	...	1	do	Wm. Davison, for the Ag
...	6	What Cheer	Am	bark	335	Ainsworth	Swatow	March	17	do	Master
...	6	Cinderella	Br	ship	877	Williams	Sydney	Feby	14	Coals	Frazar and Co

DEPARTURES.
FROM THE ANCHORAGE.

DATE.		SHIP'S NAME.	FLAG & RIG.		TONS	CAPTAIN.	DESTINATION.	CARGO.	DISPATCHES BY.
March	30	Bessie Scaright	Pruss	bg	130	Timin.	Tientsin	Sundries, etc.	Eduard Schellhass and Co
...	30	Marion	Br	bark	460	Laughton	Newchwang	Sundries	A. R. Tilby and Co
...	30	Aden	Br	str	507	Andrews	Hongkong	Tea, etc.	Wm. Davison, for Agt
...	30	Japan	Br	str	255	Bell	Chefoo & Tientsin	Sundries, etc.	Smith, Kennedy and Co
...	30	Nanzing	Br	str	419	Tulloh	Tientsin viâ Chefoo	Opium, etc.	Trautmann and Co
...	30	Catharina	Ham	baq	267	Gram	Chefoo	Sundries, etc.	Clausen, Droege and Co
...	30	Madura	Br	baq	314	Mathews	Swatow	Cotton, etc.	Bourjau, Hübener and Co
...	30	Medina	Br	baq	357	Le Feuvre	Fuchau	Re-exports	F. R. Gamwell
...	30	Express	Br	str	290	Whitelow	Ningpo		David Sassoon, Sons and Co
...	30	Chinaman	Br	sh	667	Downie	Fuchau	Ballast	Holliday, Wise and Co
...	31	Paou Shan	Chi	str	500	Hore	Cruise		Chinese Government
...	31	Confucius	Chi	str	265	McCaslin	Nanking		Chinese Government
...	31	Kiangse	Am	str	574	Law	Ningpo	Opium, etc.	Russell and Co
April	1	Express	Br	str	290	Whitelow	Ningpo		David Sassoon, Sons and Co
...	2	Ironside	Br	sh	889	Claro	Hongkong	Ballast	Siemssen and Co
...	2	Halle Jackson	Am	bg	85	Renny	Petropoulouski	Tea, &c.	Augustine Heard and Co
...	2	Wynona	Am	sh	1162	Lunt	Singapore	Ballast	Frazar and Co
...	2	Maiden Queen	Br	sh	814	Smith	Liverpool	Cotton, etc.	Buissonnet and Co
...	2	Kiangse	Am	str	574	Law	Ningpo	Opium, etc.	Russell and Co
...	2	Rover	Am	baq	358	Hunt	Chefoo	Ballast	Frazar and Co
...	3	Ta-pang-nyo	Br	str	517	Grindell	Coast Ports	Part of Original	Trautmann and Co
...	3	Lockett	Br	sh	615	Tophain	Liverpool	Tea, &c.	Smith, Kennedy and Co
...	3	Leopard	H. M. S.			Leckie	Hongkong		
...	3	Express	Br	str	290	Whitelow	Ningpo	Opium, etc.	David Sassoon, Sons and Co
...	4	Tahwah	Am	str	245	Andrews	Hankow & Ports		H. Fogg and Co
...	4	Columbine	Dut	baq	505	Malbrance	Newchwang	Sundries, etc.	Siemssen and Co
...	4	Yeddo	Br	str	290	Laity	Tientsin		W. R. Adamson and Co
...	4	Tun-sin	Br	str	610	Bound	Hankow & Ports		Geo. Barnet and Co
...	4	Elsaben	Prus	bg	139	Kohn	Newchwang	Ballast	Wm. Pustau and Co
...	4	Adeline	Br	bg	235	Ramsay	Tientsin	General	A. R. Tilby and Co
...	4	Kiangse	Am	str	574	Law	Ningpo	Opium, etc.	Russell and Co
...	5	Shanse	Am	str	561	Hamond	Hankow & Ports		Russell and Co
...	5	Fusi-Yama	Br	str	1200	Hardie	Hankow & Ports		Dent and Co
...	5	Pluto	Chi	str			Cruise	Stores and Re-exports	Chinese Government
...	5	Express	Br	str	290	Whitelow	Ningpo		David Sassoon, Sons and Co
...	6	Glengyle	Br	str	1265	Hooper	Tientsin	Opium, etc.	Jardine, Matheson and Co
...	6	Cadiz	Br	str	481	Bluett	Yokohama	Sundries, etc.	Wm. Davison, for Agent
...	6	James Wishart	Br	sh	775	Buchanan	London	Tea, etc.	Gibb, Livingston and Co
...	6	Kiangse	Am	str	574	Law	Ningpo	Opium, etc.	Russell and Co

SHIPPING IN HARBOUR AND AT WOOSUNG, APRIL 7, 1866.

DIVISION OF THE HARBOUR IN SECTIONS.

The anchorage is divided into *Nine Sections* from Upper Limit where a mark is placed defining the foreign from the Chinese boundary. The 6th and 7th Sections on the Pootung side are set apart for the Steam-boat Anchorage.

Section.
1,—From upper limit to the Shanghai Steam Navigation Company's wharf.
2,— „ S.S.N.Co.'s wharf to Yang-king-pang Creek.
3,— „ Yang-king-pang Creek to Custom House.
4,— „ Custom House to Danish Consulate.
5,— „ Danish Consulate to Old Dock.

Section.
6,—From Old Dock to Olyphant's Jetty.
7,— „ Olyphant's Jetty to Dent's Godowns.
8,— „ Dent's Godowns to Gibb Livingston's Jetty.
9,— „ Gibb Livingston's Jetty to Lower Limit Mark.
Outside Lower Limit.

In the Sections all the vessels are anchored abreast between the Banks to the river, and lettered according to their position, thus S. Shanghai Side, C. Centre, P. Pootung Side, and O. L. Outside Limit.